



BOULT • CUMMINGS  
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REC'D TN  
REGULATORY AUTH.

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November 9, 2001

OFFICE OF THE  
EXECUTIVE SECRETARY

David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0500

Re: *Petition for Interconnection by Cinergy Communications Company  
Against BellSouth Telecommunications, Inc.*

Docket No. 01-00987

Dear David:

I have enclosed one original and thirteen copies of the Petition for Interconnection  
by Cinergy Communications Company.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY,  
PLC

By:

Henry Walker

HW/nl  
Enclosure  
cc: Parties

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100166-003 11/09/2001

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**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

IN RE: PETITION FOR  
INTERCONNECTION BY CINERGY  
COMMUNICATIONS COMPANY  
AGAINST BELL SOUTH  
TELECOMMUNICATIONS, INC.

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DOCKET NO.

01-00987

**PETITION FOR INTERCONNECTION BY CINERGY COMMUNICATIONS  
COMPANY AGAINST BELL SOUTH TELECOMMUNICATIONS, INC**

Pursuant to Section 252(b) of the Telecommunications Act of 1996 (the "Telecom Act" or "1996 Act") Cinergy Communications Company ("Cinergy") petitions the Tennessee Regulatory Authority ("TRA" or "Authority") for arbitration on unresolved issues between Cinergy and BellSouth Telecommunications, Inc. ("BellSouth"). The current Interconnection Agreement between Cinergy and BellSouth in Tennessee expires November 29, 2001. As detailed below, Cinergy has been in extensive discussions with BellSouth to renegotiate the current Interconnection Agreement between the parties. Since negotiation of that 1998 Agreement, this Authority and the Federal Communications Commission ("FCC") have taken extensive steps to open local telecommunications markets to competition. Cinergy has sought to incorporate those pro-competitive changes into a new, regional Interconnection Agreement with BellSouth. In addition, Cinergy has sought to resolve through these negotiations several operations and procedural issues

**I. PARTIES**

1. Cinergy Communications Company is a competitive local exchange carrier ("CLEC"), certified by the TRA. Cinergy is a Kentucky corporation, with its principal place of business at 1419 W. Lloyd Expressway, Suite 101, Evansville, Indiana. Cinergy and

BellSouth are parties to an Interconnection Agreement Between BellSouth Telecommunications, Inc and Cinergy Communications Company, dated May 30, 2001.

2. BellSouth is an incumbent local exchange carrier ("ILEC") in Tennessee as defined by Section 251(h) of the Telecommunications Act of 1934, as amended. BellSouth is a Georgia corporation with its principal place of business at 675 Peachtree Street, NE, 4506 BellSouth Center, Atlanta, Georgia 30375.

3 Designated Contacts

All correspondence, notices, inquiries, and orders regarding this petition should be forwarded to the following designated contacts for Cinergy.

Henry Walker  
Boult, Cummings, Conners & Berry, PLC  
414 Union Street, Suite 1600  
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Corporate Counsel  
Cinergy Communications Company  
8829 Bond St.  
Overland Park, KS 66214  
(913) 492-1230, ext. 5132  
(913) 492-1684 (facsimile)

## II. JURISDICTION

The TRA has over this matter pursuant to 47 U.S.C. 252(b). The parties entered negotiations on May 30, 2001. Under federal law, this arbitration petition may be filed at any time after October 15, 2001 and prior to November 10, 2001.

## III. ISSUES

### General Terms and Conditions

**Issue 1:** Should Cinergy Communications be obligated to indemnify, hold harmless or defend BellSouth in the event of a third party claim regarding the accuracy of Subscriber Line Information ("SLI"). (Section 5.3.3)

**Cinergy Communications' Position:** This indemnification includes situations in which Cinergy Communications may have no actual fault. BellSouth is in the best position to verify the accuracy of information in its publications. Cinergy Communications does not object to payment for portion of fault if liability ultimately found by a court of law. However, Cinergy Communications should not be required to defend or hold BellSouth harmless because BellSouth is in the best position to defend the actions of its publication.

**BellSouth's Position:** The information is provided by Cinergy Communications and Cinergy Communications should be responsible.

**Issue 2:** Should Cinergy Communications be allowed to use the name and trademarks of BellSouth in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians? (Section 9.1)

**Cinergy Communications' Position:** It is impractical to forbid Cinergy Communications from using BellSouth's name under these circumstances. This is especially true when BellSouth repairmen show up at a customer's premises to make a repair.

**BellSouth's Position:** BellSouth owns all rights to these properties and has no obligation to provide Cinergy Communications a license.

**Issue 3:** Should Cinergy Communications be liable for taxes and fees which are not billed by BellSouth at the time of service, or for taxes and fees which are disputed by Cinergy Communications at the time of billing? (Section 12.3.2, 12.4.2, 12.4.3)

**Cinergy Communications' Position:** BellSouth could conceivably charge any amount and call it a tax or fee and that amount must be paid by Cinergy Communications without recourse under the BellSouth's proposed language. The tax and regulatory rules are complex. BellSouth may have the incentive to falsely interpret such rules in order to lower Cinergy Communications' margins. In that case, Cinergy Communications' only recourse is litigation.



**BellSouth's Position:** Taxes are remitted to third parties and Cinergy Communications should not be allowed to withhold payment for any reason.

**Issue 4:** Should Cinergy Communications be allowed to opt into any agreement regardless of the term remaining on the agreement? (Section 16.1)

**Cinergy Communications' Position:** There is no such limitation in the Telecommunications Act or the FCC's rules.

**BellSouth's Position:** It is impractical to allow adoption when less than six months remaining on an agreement.

**Issue 5:** Should any negotiated amendment to this agreement based upon a change in legislative, regulatory, judicial or other legal action be applied retroactively to the date of such change? (Section 17.3)

**Cinergy Communications' Position:** Unless such changes are applied retroactive to the effective date of the change, BellSouth will have incentive to drag its feet to prevent Cinergy Communications from taking advantage of a favorable change.

**BellSouth's Position:** Retroactive application is not required by FCC rules.

**Issue 6:** Should this Interconnection Agreement be governed by the law of Georgia when Cinergy Communications currently operates only in the BellSouth states of Kentucky and Tennessee? (Section 21)

**Cinergy Communications' Position:** This agreement should be governed by the law of the state of Tennessee.

**BellSouth's Position:** All BellSouth interconnection agreements should be governed by the same law so they are nondiscriminatory.

**Issue 7:** Should the forum for resolution of disputes be limited to the FCC and the Tennessee Regulatory Authority. (Section 11.1)

**Cinergy Communications' Position:** The parties should be free to bring disputes before the FCC, the Tennessee Regulatory Authority or a court of law depending upon the nature of the dispute and the body which is best equipped to resolve the particular dispute.

**BellSouth's Position:** The Telecommunications Act of 1996 authorizes the Commission to resolve disputes arising under the interconnection agreement.

**Issue 8:** Should interpretation of this agreement be construed against BellSouth. (Section 24)

**Cinergy Communications' Position:** This is BellSouth's agreement and the rules of contract construction should apply.

**BellSouth's Position:** Cinergy Communications had ample input into this agreement and was free to raise any issues.

## **ATTACHMENT 1**

**Issue 9:** Should payments terms be net 30 days for all resale services? (Section 7.6)

**Cinergy Communications' Position:** These bills are complicated and require a full thirty (30) days to audit. Bills are often sent days or weeks after the billing date creating a short window for audits. Cinergy Communications requests net 30 day terms for all billing. See issue 25.

**BellSouth's Position:** Payment by the next billing date is reasonable.

## ATTACHMENT 2

**Issue 10:** Should BellSouth be required to provide Cinergy Communications nondiscriminatory access to unbundled packet switching in areas where BellSouth has deployed remote terminals in its network?

**Cinergy Communications' Position:** The UNE Remand Order requires BellSouth to provide access to unbundled packet switching in situations where BellSouth has placed its DSLAM in a remote terminal. BellSouth has reconfigured its network to be able to easily provide xDSL services to its customers via remote terminals. This reconfiguration of the network has had an adverse impact on Cinergy Communications' ability to provide competitive data services. Under these circumstances BellSouth must provide nondiscriminatory access to unbundled packet switching it provides to its own customers. (FCC 99-238, ¶ 313; FCC 01-26, ¶ 63)

**BellSouth's Position:** BellSouth's current offering complies with the FCC rules.

**Issue 11:** Should BellSouth be required to offer unbundled packet switching as a UNE?

**Cinergy Communications' Position:** BellSouth is leveraging its ability to provide xDSL services in an unfair manner. The inability of Cinergy Communications to offer a comparable data service impairs the ability of Cinergy Communications to provide a telecommunications service. Cinergy Communications has no viable option for providing this service to its customers. Self-provisioning is not practical at this time because of BellSouth's deployment of remote terminals and the expense that would be required to collocate in each individual remote terminal. Cinergy Communications is currently self-provisioning HDSL when there is a market-based rationale for doing so. However, in order to provide a ubiquitous, cost-effective service, Cinergy Communications must be able to purchase unbundled packet switching as a UNE where BellSouth is able to provide xDSL service to the same end user.

**BellSouth's Position:** The FCC rules do not require BellSouth to unbundle packet switching.

**Issue 12:** Should BellSouth be required to offer Line Splitting -- access to the High Frequency Portion of the Loop (HFPL) -- when Cinergy Communications purchases UNE-P loops from BellSouth to provide local service?

**Cinergy Communications' Position:** BellSouth should be required to provide line splitting when Cinergy Communications provides the local voice service using UNE-P. Cinergy Communications' request to access all the capabilities of the loop include the

HFPL and BellSouth provided splitters is consistent with FCC's rule 51.307(c). Denying Cinergy Communications the data capabilities of the loop when Cinergy Communications provides local service using UNE-P is discriminatory (relative to BellSouth's dealings with data CLEC's) and would materially affect Cinergy Communications' ability to use UNE-P as a local market entry strategy for the consumer mass market.

**BellSouth's Position:** BellSouth's current offering complies with the FCC rules.

**Issue 13:** Should BellSouth be required to include packet switching functionality as part of the UNE platform, (referred to as UNE-D).

**Cinergy Communications' Position:** If BellSouth is required to unbundle packet switching as a UNE, it should be required to offer packet switching in combination with loop, port and HFPL as BellSouth currently combines these elements to its own customers. (FCC 01-26, ¶ 64)

**BellSouth's Position:** BellSouth's current offering complies with the FCC rules.

**Issue 14:** Should BellSouth be prohibited from requiring credit card billing of its Advanced Service customers when Cinergy Communications provides the underlying voice service to the same end user?

**Cinergy Communications Position:** BellSouth claims that it cannot invoice its Advanced Services customers because its billing information is tied to the underlying voice service by the customer's telephone number. In the past, Cinergy Communications has directed its customers to BellSouth's xDSL service. This is because Cinergy Communications could not cost effectively provision this service due to BellSouth's requirement that the service be provisioned over an additional resale line. Then, when the customer obtained BellSouth's xDSL service over the HFPL of Cinergy Communications' UNE-P line, the customer was required to pay by credit card because BellSouth did not have the underlying voice service. This is discriminatory because it encourages the customer to switch back to BellSouth to avoid the credit card requirement.

**BellSouth's Position:** This billing policy does not violate the FCC rules.

**Issue 15:** Should BellSouth be required to provide access to stutter dialtone as part of the UNE-P offering?

**Cinergy Communications Position:** Cinergy Communications' request to access all the capabilities of the loop include the port's ability to interact with Cinergy Communications' voicemail software. The request for stutter dialtone functionality is consistent with FCC rule 51.307(c). Refusal to allow access to this functionality would

materially affect Cinergy Communications' ability to use UNE-P as a local market entry strategy for the consumer mass market because consumers expect a stutter dialtone in conjunction with voicemail.

**BellSouth's Position:** Voicemail is unregulated.

**Issue 16:** When existing BellSouth service(s) (including resale and other UNEs) are replaced with UNE combinations(s) or UNE-P, may BellSouth physically disconnect or separate equipment and facilities employed to provide the services(s), other than as requested by Cinergy Communications, and should the contract specify that when a customer is converted to UNE-P, there will not be a loss of dialtone?

**Cinergy Communications Position:** The conversion or migration of existing service to UNE-P service of the same functionality does not require separation of facilities or equipment nor does it require physical work. Therefore, there should be no loss of dialtone and only a single migration service order charge should apply.

**BellSouth's Position:** The FCC rules do not require this.

**Issue 17:** Should Cinergy Communications be entitled to obtain, without restriction, combinations of unbundled network elements that are ordinarily combined in BellSouth's network?

**Cinergy Communications Position:** BellSouth should be required to provide any combination of UNEs to Cinergy Communications that BellSouth *ordinarily* combines in its own network that will permit Cinergy Communications to provide a telecommunications service to an end user just as BellSouth does for its retail customers. This would include providing service to new customers as well as to offer additional lines to existing customers.

**BellSouth's Position:** The FCC rules only require BellSouth to provide those combinations that are currently combined.

**Issue 18:** Should BellSouth be required to implement Operational Support Systems which support all transaction types, including adding, deleting, moving or changing of service, when Cinergy Communications purchases a UNE-P loop?

**Cinergy Communications Position:** BellSouth should provide complete documentation and technical assistance necessary to understand the order format, information content, business rules, and all system network interfaces necessary to add, delete, move, or change a customer's service when Cinergy Communications purchase a UNE-P loop.

**BellSouth's Position:** BellSouth's OSS policies comply with the FCC rules.

**Issue 19:** Should BellSouth be required to make available all relevant loop qualification data, including maintenance records, regardless of whether the retail operations or the advanced service affiliate utilizes such information?

**Cinergy Communications Position:** To the extent BellSouth keeps records that may permit Cinergy Communications to understand the quality of the loop, such records must be identified, including any overall quality indicator that may be retained with the loop record. To the extent multiple sources of the same information exist, the most reliable source should be made available. Likewise, any baseline test results recorded for the loop and/or any history of trouble tickets logged for the loop under consideration should be made available.

**BellSouth's Position:** There is no such requirement under the FCC rules.

**Issue 20:** Should Cinergy Communications be allowed to purchase the High Frequency Portion of the Loop (HFPL) even where BellSouth is not the voice service provider to the end user? (Section 3.1, 3.2.1.5)

**Cinergy Communications Position:** This limitation requires Cinergy Communications to purchase additional loops to provide xDSL to its customers. This is inefficient and discriminates against Cinergy Communications as BellSouth has the ability to provision voice and data services to its residential and small business customers over the same loop.

**BellSouth's Position:** BellSouth's current offering complies with the FCC rules.

**Issue 21:** Should all prices be based upon TELRIC pricing?

**Cinergy Communications Position:** All prices should be subject to a true-up upon conclusion of the TELRIC dockets.

**BellSouth's Position:** BellSouth indicated they might be willing to have a true up, but the issue was not finalized.

**Issue 22:** Should BellSouth be permitted to charge for port usage on UNE-P?

**Cinergy's position:** Other states (TX, for example) have determined that there should be no port usage charge. This charge makes UNE-P cost-prohibitive if the customer is a heavy user of the service. Such a customer must be changed to resale.

**BellSouth's position:** TN has authorized a port usage charge.

**Issue 23:** Should BellSouth be permitted to assess a “glue charge” for UNE-P?

**Cinergy’s position:** BellSouth incurs no cost to combine elements and does not charge itself this cost.

**BellSouth’s position:** There is cost associated with combining elements.



### **ATTACHMENT 3**

No issues with this attachment. Cinergy Communications objects to the reciprocal compensation language and reserves the right to amend the interconnection agreement in the event the FCC's Order on intercarrier compensation is overturned or amended.

### **ATTACHMENT 4**

**Issue 24:** Should BellSouth be required to use best efforts to accommodate Cinergy Communications' requests for collocation? (Section 1.3)

**Cinergy Communications Position:** If BellSouth is not required to take affirmative steps to assist Cinergy Communications in collocation, Cinergy Communications will be left to the whims and caprices of BellSouth. Cinergy Communications is a small CLEC and this requirement will insure that it receives the same attention as BellSouth gives itself or larger CLECs.

**BellSouth's Position:** Best efforts are not required by the FCC rules.

**Issue 25:** Should BellSouth be required to submit documentation if BellSouth alleges that space in a Central Office is exhausted? (Section 1.4)

**Cinergy Communications Position:** BellSouth should be doing some due diligence in order to make the determination that space is exhausted. If so, it should have no problem producing records. Without such a requirement, BellSouth could simply allege a lack of space and the burden would be placed on Cinergy Communications to prove that there is adequate space in BellSouth's facility.

**BellSouth's Position:** No such documentation is required by the FCC rules.

**Issue 26:** Should Cinergy Communications be allowed to use any collocation space for co-carrier cross connect (CCXC) purposes? (Section 1.5, 3.5, 5.1)

**Cinergy Communications Position:** To the extent Cinergy Communications is collocating in BellSouth facilities and paying for such space, BellSouth should not be allowed to interfere with any CCXC that Cinergy Communications may require to provide a telecommunications service.

**BellSouth's Position:** BellSouth allows for CCXC in the agreement, but only when interconnection with BellSouth is the primary purpose of the collocation.

## **ATTACHMENT 7**

**Issue 27:** Should payments terms be net 30 days for all services? (Section 1.3)

**Cinergy Communications Position:** These bills are too complicated to audit in less than 30 days. If Cinergy Communications does not receive a bill for two weeks after the bill date, then Cinergy Communications has an incredibly short amount of time to audit bills. Based upon past experience, these bills must be audited for accuracy.

**BellSouth's Position:** On or before the next bill date is reasonable.

**Issue 28:** Should BellSouth be allowed to charge Cinergy Communications a deposit? (Section 1.8)

**Cinergy Communications Position:** BellSouth has never charged Cinergy Communications a deposit. Under this language, BellSouth could arbitrarily choose to impose a deposit Cinergy Communications for the purpose of hurting Cinergy Communications' cash flow. Cinergy Communications' only recourse would be to spend more money to file a complaint with the Commission. To the extent BellSouth believes a deposit is required, BellSouth should be required to objectively prove to the Commission that such a deposit is warranted. To the extent BellSouth can objectively prove the need for a deposit on a nondiscriminatory basis, Cinergy Communications will gladly pay a deposit.

**BellSouth's Position:** All Commissions allow a deposit.

**Issue 29:** Should BellSouth be required to deposit all disputed amounts into an interest bearing, third-party escrow account until such dispute is resolved? (Section 2)

**Cinergy Communications Position:** BellSouth will not voluntarily negotiate any disputed amounts. For example, BellSouth has refused to even discuss the issue of reciprocal compensation. In fact, BellSouth has refused to even give a reason for their refusal to pay such compensation. Cinergy Communications believes that such a requirement is necessary to force BellSouth to negotiate disputed amounts and level the playing field for disputed amounts.

**BellSouth's Position:** BellSouth currently has no mechanism in place to carry out such a policy.

**Issue 30:** Should late payment charges also accrue for amounts owed to Cinergy Communications by BellSouth? (Section 1.6)

**Cinergy Communications Position:** This language is one-sided and does not take into consideration amounts paid to Cinergy Communications by BellSouth such as reciprocal compensation and intercarrier access charges.

**BellSouth's Position:** This section only refers to amounts billed by BellSouth.

## **ATTACHMENT 9**

**Issue 31:** Should BellSouth be required to include performance measures in its interconnection agreement?

**Cinergy Communications Position:** BellSouth should be required to incorporate performance measures to insure nondiscriminatory access to BellSouth's facilities.

**BellSouth's Position:** BellSouth will incorporate the performance measure Order of each state as it becomes effective.

**Issue 32:** Should there be financial penalties paid to Cinergy Communications for BellSouth's failure to meet performance measures?

**Cinergy Communications Position:** To the extent there are performance measures included in the interconnection agreement, there should be some method of enforcement. Otherwise, the goals are illusory and will be subject to "backslide." Also, the payment of fines to a governmental body is ineffective as a deterrent. If BellSouth were forced to pay half of its fines to the competition, the likelihood of compliance is greater. Moreover, Cinergy Communications is compensated (but not made whole) for the losses incurred during BellSouth's noncompliance.

**BellSouth's Position:** This is properly the subject of the Performance Measures docket.

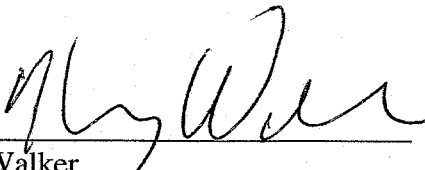
## **IV. RELIEF REQUESTED**

The issues presented by Cinergy in this Arbitration Petition are vital to the development of broadband competition in Tennessee. As a result, it is important that when the Authority resolves all of the issues presented above, it ensures that BellSouth execute an Interconnection

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via fax or hand delivery and U.S. mail to the following on this the 9<sup>th</sup> day of November, 2001.

Guy Hicks, Esq.  
Joelle Phillips, Esq.  
BellSouth Telecommunications, Inc.  
333 Commerce St., Suite 2101  
Nashville, TN 37201-3300

  
Henry Walker

Agreement encapsulating that resolution in a short time period. Cinergy therefore requests that the Authority arbitrate all of the unresolved interconnection issued between Cinergy and BellSouth and simultaneously order BellSouth to execute an amendment to the Interconnection Agreement within ten business days of that resolution.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 

Henry Walker  
414 Union Street, Suite 1600  
P.O. Box 198062  
Nashville, Tennessee 37219  
(615) 252-2363

**Attachment 1**

**Resale**

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## **RESALE**

### **1. Discount Rates**

- 1.1 The discount rates applied to <<customer\_name>> purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by <<customer\_name>> for the purposes of resale to <<customer\_name>>'s End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

### **2. Definition of Terms**

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as <<customer\_name>>, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.



**3. General Provisions**

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to <<customer\_name>> for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When <<customer\_name>> provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if <<customer\_name>> provides its own operator services and directory services, the discount shall be 21.56%. <<customer\_name>> must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- 3.2 <<customer\_name>> may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.2.1 <<customer\_name>> must resell services to other End Users.
- 3.2.2 <<customer\_name>> must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant this Agreement.
- 3.2.3 <<customer\_name>> cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 <<customer\_name>> will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from <<customer\_name>> for said services.
- 3.4 <<customer\_name>> will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of

<<customer\_name>>. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of <<customer\_name>>. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.5.1 When a subscriber of <<customer\_name>> or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and <<customer\_name>> will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or <<customer\_name>> to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides local switching or resold services to <<customer\_name>>, BellSouth will provide <<customer\_name>> with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. <<customer\_name>> acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. <<customer\_name>> acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, <<customer\_name>> shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow <<customer\_name>> to designate up to 100 intermediate telephone numbers per CLLIC, for <<customer\_name>>'s sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. <<customer\_name>> acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by

the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to <<customer\_name>>'s End Users, pursuant to Section 7 of the General Terms and Conditions.
- 3.13 If <<customer\_name>> or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, <<customer\_name>> has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to <<customer\_name>> remain the property of BellSouth.
- 3.15 White page directory listings for <<customer\_name>> End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Operational Support Systems (OSS)
  - 3.16.1 BellSouth has developed and made available the following mechanized systems by which <<customer\_name>> may submit LSRs electronically: Local Exchange Navigation System (LENS), Electronic Data Interchange (EDI) and Telecommunications Access Gateway (TAG). All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces.
  - 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

- 3.16.3 Denial/Restoral OSS Charge. In the event <<customer\_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. <<customer\_name>> will incur an OSS charge for an accepted LSR that is later canceled.
- 3.16.5 Threshold Billing Plan. <<customer\_name>> will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentage of 90% in the year 2001. The threshold plan will be discontinued in 2002.
- 3.17.5.1 BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
  - Call Forward Busy Line ("CF/B")
  - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for <<customer\_name>> per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.21 In the event <<customer\_name>> acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to <<customer\_name>> that Special Assembly at the wholesale discount at

<<customer\_name>>'s option. <<customer\_name>> shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

- 3.22 BellSouth shall provide 911/E911 for <<customer\_name>> customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate <<customer\_name>> customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the <<customer\_name>> customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 BellSouth shall bill, and <<customer\_name>> shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to <<customer\_name>>, and <<customer\_name>> shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 3.25 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to <<customer\_name>> that are equivalent to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:
- <http://www.interconnection.bellsouth.com>
- 3.26 Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

**4. BellSouth's Provision of Services to <<customer\_name>>**

- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP)

customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by <<customer\_name>> to establish authenticity of use. Such audit shall not occur more than once in a calendar year. <<customer\_name>> shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by <<customer\_name>> for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 <<customer\_name>> may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If <<customer\_name>> cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 5. Maintenance of Services**
- 5.1 <<customer\_name>> will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.
- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 <<customer\_name>> or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.4 <<customer\_name>> accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

- 5.5 <<customer\_name>> will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.6 For all repair requests, <<customer\_name>> shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.7 BellSouth will bill <<customer\_name>> for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.8 BellSouth reserves the right to contact <<customer\_name>>'s End Users, if deemed necessary, for maintenance purposes.

## **6. Establishment of Service**

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, <<customer\_name>> will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for <<customer\_name>>'s resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.2 below, BellSouth will begin taking orders for the resale of service.
- 6.1.2 Service orders will be in a standard format designated by BellSouth.
- 6.1.3 <<customer\_name>> shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that <<customer\_name>> will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for <<customer\_name>>'s End User customer. <<customer\_name>> must, however, be able to demonstrate End User authorization upon request.
- 6.1.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from <<customer\_name>> to BellSouth or will accept a request from another CLEC for conversion of the End User's service from <<customer\_name>> to such other CLEC. Upon completion of the conversion BellSouth will notify <<customer\_name>> that such conversion has been completed.
- 6.2 Deposit Policy. When purchasing services from BellSouth, <<customer\_name>> will be required to complete the BellSouth Credit Profile and provide information

regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit.

- 6.2.1 Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in sole discretion, some other form of security.
- 6.2.2 Such security deposit shall be required prior to the inauguration of service.
- 6.2.3 Security deposits collected under this Section shall not exceed two months' estimated billing.
- 6.2.4 The fact that a security deposit has been made in no way relieves <<customer\_name>> from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release <<customer\_name>> from its obligation to make complete and timely payments of its bills.
- 6.2.5 If in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCCI) security interest in <<customer\_name>>'s "accounts receivables and proceeds."
- 6.2.6 In the event <<customer\_name>> fails to remit to BellSouth any deposit requested pursuant to this Section, service to <<customer\_name>> may be terminated in accordance with the terms of Section 8.2 of this Attachment, and any security deposits will be applied to <<customer\_name>>'s account(s).
- 6.2.7 In the event service to <<customer\_name>> is terminated due to <<customer\_name>>'s default on its account, any security deposits held will be applied to <<customer\_name>>'s account.
- 6.2.8 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

## **7. Payment And Billing Arrangements**

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for <<customer\_name>>. <<customer\_name>> is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill <<customer\_name>> on a current basis all applicable charges and credits.



- 7.3 Payment of all charges will be the responsibility of <<customer\_name>>. <<customer\_name>> shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by <<customer\_name>> from <<customer\_name>>'s End User. BellSouth will not become involved in billing disputes that may arise between <<customer\_name>> and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.
- 7.4 BellSouth will render bills each month on established bill days for each of <<customer\_name>>'s accounts.
- 7.5 BellSouth will bill <<customer\_name>> in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill <<customer\_name>>, and <<customer\_name>> will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 Payment for services provided will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 7.8 following, shall apply.
- 7.6.2 If <<customer\_name>> requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to <<customer\_name>>.
- 7.6.3 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders, from <<customer\_name>> and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or address provided by <<customer\_name>> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by <<customer\_name>> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notices from

<<customer\_name>> to BellSouth's billing organization, a final notice of disconnection of services purchased by <<customer\_name>> under this Agreement shall be sent via certified mail to the individuals listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

#### 7.6.4 Billing Disputes

7.6.4.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

7.6.4.2 For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

7.6.4.3 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon BellSouth's receipt of tax exemption certificate, the total amount billed to <<customer\_name>> will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. <<customer\_name>> will be

solely responsible for the computation, tracking, reporting, and payment of taxes applicable to <<customer\_name>>'s End User.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. In addition to any applicable late payment charges, <<customer\_name>> will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law.

7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

7.10 BellSouth will not perform billing and collection services for <<customer\_name>> as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.11 In general, BellSouth will not become involved in disputes between <<customer\_name>> and <<customer\_name>>'s End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, <<customer\_name>> shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with <<customer\_name>> to resolve the matter in as timely a manner as possible. <<customer\_name>> may be required to submit documentation to substantiate the claim.

## **8. Discontinuance of Service**

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 BellSouth will deny service to <<customer\_name>>'s End User on behalf of, and at the request of, <<customer\_name>>. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of <<customer\_name>>.

8.1.2 At the request of <<customer\_name>>, BellSouth will disconnect a <<customer\_name>> End User customer.

8.1.3 All requests by <<customer\_name>> for denial or disconnection of an End User for nonpayment must be in writing.

- 8.1.4 <<customer\_name>> will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise <<customer\_name>> when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by <<customer\_name>> and/or the End User against any claim, loss or damage arising from providing this information to <<customer\_name>>. It is the responsibility of <<customer\_name>> to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to <<customer\_name>> are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by <<customer\_name>> of the rules and regulations of BellSouth's Tariffs.
- 8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 7.6.4, is not received by the bill day in the month after the original bill day, BellSouth will provide written notice to <<customer\_name>>, that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by <<customer\_name>> to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to <<customer\_name>> if payment is not received by the thirtieth day following the date of the notice.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and <<customer\_name>>'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to <<customer\_name>> without further notice.

8.2.5 Upon discontinuance of service on a <<customer\_name>>'s account, service to <<customer\_name>>'s End Users will be denied. BellSouth will also reestablish service at the request of the End User or <<customer\_name>> upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. <<customer\_name>> is solely responsible for notifying the End User of the proposed disconnection of the service.

8.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

## **9. Line Information Database (LIDB)**

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

9.2 BellSouth will provide LIDB Storage upon written request to <<customer\_name>>'s Account Manager stating a requested activation date.

## **10. RAO Hosting**

10.1 RAO Hosting is not required for resale in the BellSouth region.

## **11. Optional Daily Usage File (ODUF)**

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.

11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

## **12. Enhanced Optional Daily Usage File (EODUF)**

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

## **13. Branding For Resellers**

13.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <<customer\_name>> to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA

or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

- 13.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 13.3 Where available, <<customer\_name>> specific and unique line class codes are programmed in each BellSouth end office switch where <<customer\_name>> intends to serve end users with customized OS/DA branding. The line class codes specifically identify <<customer\_name>>'s end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer\_name>> intends to provide <<customer\_name>> -branded OS/DA to its end users in these multiple rate areas.
- 13.4 BellSouth Branding is the Default Service Level.
- 13.5 SCR-LCC supporting Custom Branding and Self Branding require <<customer\_name>> to order dedicated trunking from each BellSouth end office identified by <<customer\_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer\_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 13.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer\_name>> to the BellSouth TOPS. These calls are routed to "No Announcement."
- 13.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 13.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call

Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, <<customer\_name>> shall not be required to purchase dedicated trunking.

- 13.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, <<customer\_name>> must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, <<customer\_name>> must submit a manual order form which requires, among other things, <<customer\_name>>'s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. <<customer\_name>> shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon <<customer\_name>>'s purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all <<customer\_name>> end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 13.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill <<customer\_name>> applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, <<customer\_name>> shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where <<customer\_name>> is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

# EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>Applicable Notes:</b>																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, <b>promotions</b> will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	In Tennessee, long-term <b>promotions</b> (offered for more than ninety (90) days) may be obtained at one of the following rates: (a) the stated tariff rate, less the wholesale discount; (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)																	
4.	<b>Lifeline/Link Up</b> services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.																	
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	



**LINE INFORMATION DATA BASE (LIDB)****RESALE STORAGE AGREEMENT****I. Definitions (from Addendum)**

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by <<customer\_name>>.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by <<customer\_name>>.

**II. General**

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <<customer\_name>> and pursuant to which BellSouth, its LIDB customers and <<customer\_name>> shall have access to such information. In addition, this Agreement sets forth the terms and conditions for <<customer\_name>>'s provision of billing number information to

BellSouth for inclusion in BellSouth's LIDB. <<customer\_name>> understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of <<customer\_name>>, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to <<customer\_name>>'s account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

**B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:**

**1. Billed Number Screening**

BellSouth is authorized to use the billing number information to determine whether <<customer\_name>> has identified the billing number as one that should not be billed for collect or third number calls.

**2. Calling Card Validation**

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

**3. Fraud Control**

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify <<customer\_name>> of fraud alerts so that <<customer\_name>> may take action it deems appropriate.

**III. Responsibilities of the Parties**

**A. BellSouth will administer all data stored in the LIDB, including the data provided by <<customer\_name>> pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to <<customer\_name>> for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.**

**B. Billing and Collection Customers**

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate <<customer\_name>>'s data from BellSouth's data, the following shall apply:

- (1) <<customer\_name>> will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for <<customer\_name>>'s End User accounts which are resident in LIDB pursuant to this Agreement.  
<<customer\_name>> authorizes BellSouth to place such charges on <<customer\_name>>'s bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) <<customer\_name>> shall have the responsibility to render a billing statement to its End Users for these charges, but <<customer\_name>> shall pay BellSouth for the charges billed regardless of whether <<customer\_name>> collects from <<customer\_name>>'s End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between <<customer\_name>> and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <<customer\_name>>. It shall be the responsibility of <<customer\_name>> and the B&C Customers to negotiate and arrange for any appropriate adjustments.

### C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. <<customer\_name>> will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the

name of <<customer\_name>>. BellSouth will not issue line-based calling cards in the name of <<customer\_name>>'s individual End Users. In the event that <<customer\_name>> wants to include calling card numbers assigned by <<customer\_name>> in the BellSouth LIDB, a separate agreement is required.

#### **IV. Fees for Service and Taxes**

- A. <<customer\_name>> will not be charged a fee for storage services provided by BellSouth to <<customer\_name>>, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <<customer\_name>> in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

**Optional Daily Usage File**

1. Upon written request from <<customer\_name>>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <<customer\_name>> pursuant to the terms and conditions set forth in this section.
2. <<customer\_name>> shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <<customer\_name>> customer.

Charges for delivery of the Optional Daily Usage File will appear on <<customer\_name>>'s monthly bills. The charges are as set forth in Exhibit E to this Attachment.

4. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in <<customer\_name>>'s billing system will be the responsibility of <<customer\_name>>. If, however, <<customer\_name>> should encounter significant volumes of errored messages that prevent processing by <<customer\_name>> within its systems, BellSouth will work with <<customer\_name>> to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.

6.1 **Usage To Be Transmitted**

- 6.1.1 The following messages recorded by BellSouth will be transmitted to <<customer\_name>>:
  - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
  - Measured billable Local
  - Directory Assistance messages
  - IntraLATA Toll

- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to <<customer\_name>>.

6.1.4 In the event that <<customer\_name>> detects a duplicate on Optional Daily Usage File they receive from BellSouth, <<customer\_name>> will drop the duplicate message (<<customer\_name>> will not return the duplicate to BellSouth).

## 6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to <<customer\_name>> via an agreed medium with CONNECT:Direct being the preferred transport method. The ODUF feed will be a variable block format (2476) with an LRECL of 2472. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer\_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer\_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer\_name>> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up

facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer\_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer\_name>> will be the responsibility of <<customer\_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on <<customer\_name>> end for the purpose of data transmission will be the responsibility of <<customer\_name>>.

### 6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer\_name>> which BellSouth RAO is sending the message. BellSouth and <<customer\_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer\_name>> and resend the data as appropriate.

### **THE DATA WILL BE PACKED USING ATIS EMI RECORDS.**

### 6.4 Pack Rejection

6.4.1 <<customer\_name>> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <<customer\_name>> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <<customer\_name>> by BellSouth.

### 6.5 Control Data

<<customer\_name>> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <<customer\_name>> received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <<customer\_name>> for reasons stated in the above section.

### 6.6 Testing

6.6.1 Upon request from <<customer\_name>>, BellSouth shall send test files to <<customer\_name>> for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth

shall request that <<customer\_name>> set up a production (LIVE) file. The live test may consist of <<customer\_name>>'s employees making test calls for the types of services <<customer\_name>> requests on the Optional Daily Usage File. These test calls are logged by <<customer\_name>>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.



**Enhanced Optional Daily Usage File**

1. Upon written request from <<customer\_name>>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <<customer\_name>> pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. <<customer\_name>> shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on <<customer\_name>>'s monthly bills. The charges are as set forth in Exhibit E to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of <<customer\_name>> will be the responsibility of <<customer\_name>>. If, however, <<customer\_name>> should encounter significant volumes of errored messages that prevent processing by <<customer\_name>> within its systems, BellSouth will work with <<customer\_name>> to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the ODUF feed.
  - 7.1 Usage To Be Transmitted
    - 7.1.1 The following messages recorded by BellSouth will be transmitted to <<customer\_name>>:

Customer usage data for flat rated local call originating from <<customer\_name>>'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to <<customer\_name>>.
- 7.1.3 In the event that <<customer\_name>> detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, <<customer\_name>> will drop the duplicate message (<<customer\_name>> will not return the duplicate to BellSouth).
- 7.2 Physical File Characteristics
- 7.2.1 The EODUF feed will be distributed to <<customer\_name>> over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among <<customer\_name>>'s Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <<customer\_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer\_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer\_name>> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer\_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer\_name>> will be the responsibility of <<customer\_name>>. Associated

equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on <<customer\_name>>'s end for the purpose of data transmission will be the responsibility of <<customer\_name>>.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer\_name>> which BellSouth RAO is sending the message. BellSouth and <<customer\_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer\_name>> and resend the data as appropriate.

**THE DATA WILL BE PACKED USING ATIS EMI RECORDS.**

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Cinergy Communications Company, a Kentucky corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or Cinergy Communications Company or both as a "Party" or "Parties."

## WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Cinergy Communications Company is or seeks to become a CLEC authorized to provide telecommunications services in the states of Kentucky and Tennessee; and

WHEREAS, Cinergy Communications Company wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Cinergy Communications Company agree as follows:

### Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine-state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communication Commission.

**Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

**1. CLEC Certification**

1.1 Cinergy Communications Company agrees to provide BellSouth in writing the certificate number or docket number, for the docket pending certification, for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate commission for approval.

1.2 Additionally, Cinergy Communications Company will notify BellSouth in writing when it becomes certified or has a docket pending certification to operate in any other state in the BellSouth region. Upon notification, BellSouth will file this Agreement with the appropriate commission for approval.

**2. Term of the Agreement**

2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Kentucky, ~~and Tennessee~~ and all other BellSouth states in which Cinergy Communications obtains CLEC certification during the term of this Agreement.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the

Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, shall be effective as of the date of execution of this agreement.

2.3.1 Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Cinergy Communications Company pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) Cinergy Communications Company either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

### **3. Operational Support Systems**

3.1 Cinergy Communications Company shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

### **4. Parity**

4.1 When Cinergy Communications Company purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Cinergy Communications Company shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of Cinergy Communications Company

shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's end users and service quality as perceived by Cinergy Communications Company.

**5. White Pages Listings**

5.1 BellSouth shall provide Cinergy Communications Company and their customers access to white pages directory listings under the following terms:

5.2 Listings. Cinergy Communications Company shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Cinergy Communications Company residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Cinergy Communications Company and BellSouth subscribers.

5.2.1 Rates. So long as Cinergy Communications Company provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Cinergy Communications Company one (1) primary White Pages listing per Cinergy Communications Company subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.3 Procedures for Submitting Cinergy Communications Company Subscriber Information are found in The BellSouth Business Rules for Local Ordering.

5.3.1 Notwithstanding any provision(s) to the contrary, Cinergy Communications Company shall provide to BellSouth, and BellSouth shall accept, Cinergy Communications Company's Subscriber Listing Information (SLI) relating to Cinergy Communications Company's customers in the geographic area(s) covered by this Interconnection Agreement. Cinergy Communications Company authorizes BellSouth to release all such Cinergy Communications Company SLI provided to BellSouth by Cinergy Communications Company to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such Cinergy Communications Company SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to Cinergy Communications Company for BellSouth's receipt of Cinergy Communications Company SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Cinergy Communications Company's SLI, or costs on an ongoing basis to administer the release of Cinergy Communications Company SLI, Cinergy Communications Company shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Cinergy Communications Company under this Agreement. Cinergy Communications Company shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to ~~reasonable attorneys' fees and expenses~~) arising from Cinergy Communications Company's failure to provide BellSouth accurate listings. ~~BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Cinergy Communications Company listings or use of the SLI provided pursuant to this Agreement.~~ BellSouth ~~may~~ shall forward to Cinergy Communications Company any complaints received by BellSouth relating to the accuracy or quality of Cinergy Communications Company listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. Cinergy Communications Company will be required to provide to BellSouth the names, addresses and telephone numbers of all Cinergy Communications Company customers that wish to be omitted from directories.
- 5.5 Inclusion of Cinergy Communications Company Customers in Directory Assistance Database. BellSouth will include and maintain Cinergy Communications Company subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Cinergy Communications Company shall provide such Directory Assistance listings at no recurring charge. BellSouth and Cinergy Communications Company will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Cinergy Communications Company's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Cinergy Communications Company's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.
- 5.7 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.



- 5.8 Directories. BellSouth or its agent shall ~~make available~~ deliver White Pages directories to Cinergy Communications Company subscribers at no charge ~~or as specified in a separate BAPCO agreement~~ and within the same time frame as BellSouth delivers such directories to its own subscribers.

**6. Bona Fide Request/New Business Request Process for Further Unbundling**

- 6.1 BellSouth shall, upon request of Cinergy Communications Company, provide to Cinergy Communications Company access to its network elements at any technically feasible point for the provision of Cinergy Communications Company's telecommunications service where such access is necessary and failure to provide access would impair the ability of Cinergy Communications Company to provide services that it seeks to offer. Any request by Cinergy Communications Company for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process as described in Attachment 12 to this Agreement.

- 6.2 Cinergy Communications Company shall submit any BFR/NBR in writing to Cinergy Communications Company's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. ~~The BFR/NBR also shall include Cinergy Communications Company's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.~~

- 6.3 Local Dialing Parity. BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. Cinergy Communications Company Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, Cinergy Communications Company Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

**7. Court Ordered Requests for Call Detail Records and Other Subscriber Information**

- 7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Cinergy Communications Company, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Cinergy Communications Company end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Cinergy

Communications Company end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to Cinergy Communications Company. Where BellSouth is providing to Cinergy Communications Company telecommunications services for resale or providing to Cinergy Communications Company the local switching function, then Cinergy Communications Company agrees that in those cases where Cinergy Communications Company receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Cinergy Communications Company end users, and where Cinergy Communications Company does not have the requested information, Cinergy Communications Company will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

## 8. **Liability and Indemnification**

8.1 Cinergy Communications Company Liability. In the event that Cinergy Communications Company consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Cinergy Communications Company under this Agreement.

8.1.5 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Cinergy Communications Company revenues.

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Cinergy Communications Company for any act or omission of another telecommunications company providing services to Cinergy Communications Company.

### 8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed. Notwithstanding the foregoing, claims for damages by Cinergy Communications Company, any Cinergy Communications Company customer or any other Person or entity against BellSouth, resulting from

the gross negligence or intentional misconduct of BellSouth shall not be subject to any such limitation of liability.

8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

8.3.3 Neither BellSouth nor Cinergy Communications Company shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

8.3.4 ~~Under no circumstance~~ Except in the case of gross negligence or intentional misconduct, under no circumstances shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under

this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

- 8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

**9. Intellectual Property Rights and Indemnification**

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Cinergy Communications Company is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, Cinergy Communications Company may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.

- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will

indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 preceding.

9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

9.4.2 obtain a license sufficient to allow such use to continue.

9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

## 10. **Proprietary and Confidential Information**

10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Cinergy Communications Company, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or

proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. BellSouth and Cinergy Communications Company shall use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. ~~Recipient will not make any copies of the Information inspected by it.~~

10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

10.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10.8 Assignments

10.9 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Cinergy Communications Company, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

11.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, ~~the aggrieved Party shall petition the Commission for a resolution of the dispute either Party may petition the Commission, the FCC or an appropriate court of law for resolution of the dispute.~~ However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Furthermore, the Parties agree to carry on their respective obligations under this Agreement, while any dispute resolution is pending.

12. **Taxes**

12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

12.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

- 12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. ~~Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.~~
- 12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.



- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. ~~Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.~~
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. ~~Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party.~~ The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

### **13. Network Maintenance and Management**

13.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g. maintenance contract numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

13.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.

13.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.

13.4 BellSouth agrees to provide Cinergy Communications Company prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to Cinergy Communications Company under the terms of this Agreement.

### **14. Changes in Subscriber Carrier Selection**

14.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from a Cinergy

Communications Company Customer or another LEC in order to process a Cinergy Communications Company order for Resale Service for a Cinergy Communications Company End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, Cinergy Communications Company shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by Cinergy Communications Company under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

- 14.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or cause to be switched that End User back to his preferred carrier in accordance with Applicable Law.

#### 13.15. Force Majeure

- 13.15.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

#### 14.16. Adoption of Agreements

- 14.16.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Cinergy Communications Company any interconnection, service, ~~or~~ network element, or combination of network elements provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in

conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, ~~or network element~~, or combination of network elements and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

**15.17.      Modification of Agreement**

15.17.1      If Cinergy Communications Company changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Cinergy Communications Company to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

15.217.2      No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

15.317.3      In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Cinergy Communications Company or BellSouth to perform any material terms of this Agreement, Cinergy Communications Company or BellSouth may, on ~~thirty (30)~~ fifteen (15) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ~~ninety (90)~~ forty five (45) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement. In the event the Parties reach agreement as to the new terms consistent with the above, the Parties agree to make the effective date of such amended terms retroactive to the effective date of such legislative, regulatory, judicial or other legal action.

15.417.4      Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

**16.18.      Non-waiver of Legal Rights**

16.118.1      Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

**17.19.      Severability**

17.119.1 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

**18.20. Waivers**

18.120.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

**19.21. Governing Law**

19.121.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

**20.22. Arm's Length Negotiations**

20.122.1 This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

**21.23. Notices**

21.123.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

**BellSouth Telecommunications, Inc.**

Account Team  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Cinergy Communications Company**

Robert A. Bye  
Corporate Counsel  
8829 Bond Street  
Overland park, KS 66214  
(913) 492-1230 ext 5132

and

John Cinelli  
President  
1419 W. Lloyd Expy., Suite 101  
Evansville, IN 47710

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

21.223.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

21.323.3 Notwithstanding the foregoing, BellSouth may provide Cinergy Communications Company notice via Internet posting of price changes, changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

**22.24. Rule of Construction**

22.124.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

**23.25. Headings of No Force or Effect**

23.125.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

**24.26. Multiple Counterparts**

24.126.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

**25.27. Implementation of Agreement**

25.127.1 If Cinergy Communications Company is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

**26.28. Filing of Agreement**

26.128.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Cinergy Communications Company shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Cinergy Communications Company. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Cinergy Communications Company is duly certified as a local exchange carrier in such state, except as otherwise required by a state Commission.

**27.29. Compliance with Applicable Law**

27.129.1 Each Party shall comply at its own expense with Applicable Law.

**28.30. Necessary Approvals**

28.130.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

**29.31. Good Faith Performance**

29.131.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

**30.32. Nonexclusive Dealings**

30.132.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Cinergy Communications Company as a requesting carrier under the Act).

### 31.33. Rate True-Up

31.133.1 This section applies to Local Interconnection and/or Unbundled Network Elements and Other Services rates that are interim or expressly subject to true-up under this Agreement.

31.233.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

31.333.3 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement.

31.433.4 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of the General Terms and Conditions and Attachment 1 of this Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

31.533.5 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Cinergy Communications Company specifically or upon all carriers generally, such as a generic cost proceeding.

### 32.34. Survival



~~32.134.1~~ The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**~~33.35.~~ Establishment of Service**

If BellSouth is informed that an unauthorized change in local service to Cinergy Communications Company has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Cinergy Communications Company as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and Cinergy Communications Company.

**~~34.36.~~ Entire Agreement**

~~34.136.1~~ This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

~~34.236.2~~ **This Agreement may include attachments with provisions for the following services:**

Network Elements and Other Services  
Local Interconnection  
Resale  
Collocation

~~34.336.3~~ **The following services are included as options for purchase by Cinergy Communications Company. Cinergy Communications Company may elect to purchase said services by written request to its Account Manager if applicable:**

Optional Daily Usage File (ODUF)  
Enhanced Optional Daily Usage File (EODUF)  
Access Daily Usage File (ADUF)

Line Information Database (LIDB) Storage  
Centralized Message Distribution Service (CMDS)  
Calling Name (CNAM)  
LNP Data Base Query Service

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

**Cinergy Communications Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 2**

### **Network Elements and Other Services**

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## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

### 1. Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Cinergy Communications Company in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to Cinergy Communications Company. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require Cinergy Communications Company to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment Cinergy Communications Company used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.3 BellSouth shall, upon request of Cinergy Communications Company, and to the extent technically feasible, provide to Cinergy Communications Company access to its Network Elements for the provision of Cinergy Communications Company's telecommunications services. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 Cinergy Communications Company may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Cinergy Communications Company chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by Cinergy Communications Company to the designated Cinergy Communications Company collocation space.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 **Rates**
- 1.6.1 The prices that Cinergy Communications Company shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If Cinergy Communications Company purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

- 1.6.2 Cancellation Charges. If Cinergy Communications Company cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.
- 1.6.3 Expedite Charges. For expedited requests by Cinergy Communications Company, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.
- 1.6.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.
- 1.6.5 If Cinergy Communications Company modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Cinergy Communications Company in accordance with FCC No. 1 Tariff, Section 5.
- 1.6.6 A one-month minimum billing period shall apply to all UNE conversions or new installations.

## **2. Unbundled Loops**

### **2.1 General**

- 2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.
- 2.1.2 The provisioning of a Loop to Cinergy Communications Company's collocation space will require cross-office cabling and cross-connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then Cinergy Communications Company can use the Special Construction process to request that BellSouth place facilities in order to meet Cinergy Communications

Company's loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

- 2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.5 The Loop shall be provided to Cinergy Communications Company in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.6 Cinergy Communications Company may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where Cinergy Communications Company has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and Cinergy Communications Company shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Cinergy Communications Company using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
  - 2.1.8.1 Cinergy Communications Company is responsible for testing and isolating troubles on the Loops. Cinergy Communications Company must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, Cinergy Communications Company will be required to provide the results of the Cinergy Communications Company test which indicate a problem on the BellSouth provided loop.
  - 2.1.8.2 Once Cinergy Communications Company has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

- 2.1.8.3 If Cinergy Communications Company reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Cinergy Communications Company for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

- 2.1.9.1 "Order Coordination" (OC) allows BellSouth and Cinergy Communications Company to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Cinergy Communications Company's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.1.9.2 "Order Coordination – Time Specific" (OC-TS) allows Cinergy Communications Company to order a specific time for OC to take place. BellSouth will make every effort to accommodate Cinergy Communications Company's specific conversion time request. However, BellSouth reserves the right to negotiate with Cinergy Communications Company a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. Cinergy Communications Company may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Cinergy Communications Company specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.



	<b>Order Coordination (OC)</b>	<b>Order Coordination – Time Specific (OC-TS)</b>	<b>Test Points</b>	<b>DLR</b>	<b>Charge for Dispatch and Testing if No Trouble Found</b>
<b>SL-1</b>	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>UCL-ND</b>	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>SL-2</b>	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
<b>Unbundled Digital Loop</b>	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
<b>Unbundled Copper Loop</b>	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Cinergy Communications Company must order and will be billed for both OC and OC-TS if requesting OC-TS.					

#### 1.22.2 Unbundled Voice Loops (UVLs)

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any

given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Cinergy Communications Company will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by Cinergy Communications Company. Cinergy Communications Company may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users.

2.2.4 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to Cinergy Communications Company. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Cinergy Communications Company to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

### 2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

- 2.3.2.5 4-wire Unbundled HDSL Compatible Loop
- 2.3.2.6 4-wire Unbundled DS1 Digital Loop
- 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
- 2.3.2.8 DS3 Loop
- 2.3.2.9 STS-1 Loop
- 2.3.2.10 OC3 Loop
- 2.3.2.11 OC12 Loop
- 2.3.2.12 OC48 Loop
- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. Cinergy Communications Company will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.
- 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

- 1.1.62.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.
- 2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.
- 2.4 **Unbundled Copper Loops (UCL)**

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by Cinergy Communications Company.

2.4.2.5 These loops are not intended to support any particular services and may be utilized by Cinergy Communications Company to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any

intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, Cinergy Communications Company can request Loop Make Up for which additional charges would apply.
- 2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that Cinergy Communications Company may request further testing on the UCL-ND.
- 2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by Cinergy Communications Company to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.
- 2.4.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.
- 2.4.3.6 Cinergy Communications Company may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

## 2.5 **Unbundled Loop Modifications (Line Conditioning)**

- 2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

- 2.5.2 BellSouth shall condition Loops, as requested by Cinergy Communications Company, whether or not BellSouth offers advanced services to the End User on that Loop.
- 2.5.3 In some instances, Cinergy Communications Company will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Cinergy Communications Company can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Cinergy Communications Company will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.
- 2.5.4 In those cases where Cinergy Communications Company has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.
- 2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.5.6 Cinergy Communications Company shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Cinergy Communications Company desires BellSouth to condition.
- 2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**
- 2.6.1 Where Cinergy Communications Company has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Cinergy Communications Company. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to Cinergy Communications Company (e.g. hairpinning).
- 2.6.2 BellSouth will select one of the following arrangements:
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
  2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
  3. If capacity exists, provide "side-door" porting through the switch.
  4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Cinergy Communications Company will then have the option of paying the one-time SC rates to place the loop.

2.7 **Network Interface Device (NID)**

2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.1.1 BellSouth shall permit Cinergy Communications Company to connect Cinergy Communications Company's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 **Access to NID**

2.7.2.1 Cinergy Communications Company may access the end user's customer-premises wiring by any of the following means and Cinergy Communications Company shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1.1 1) BellSouth shall allow Cinergy Communications Company to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or



- 2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Cinergy Communications Company's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Cinergy Communications Company to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.3 Technical Requirements
- 2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Cinergy Communications Company's NID.
- 2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. Cinergy Communications Company may request BellSouth do additional work to the NID on a time and material basis. When Cinergy Communications Company deploys its own local loops with respect to multiple-line termination devices, Cinergy Communications Company shall specify the quantity of NIDs connections that it requires within such device.

## 2.8 Sub-loop Elements

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

### 2.8.2 Unbundled Sub-Loop Distribution

2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

~~1.1.1.22.8.2.2~~ Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.8.2.4 If Cinergy Communications Company requests a UCSL and it is not available, Cinergy Communications Company may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

2.8.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Cinergy Communications Company's use on this cross-connect panel. Cinergy

Communications Company will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

- 2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, Cinergy Communications Company shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Cinergy Communications Company's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Cinergy Communications Company is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Cinergy Communications Company's request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.8.2.9) to accommodate Cinergy Communications Company's request for Unbundled Sub-Loops, Cinergy Communications Company may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Cinergy Communications Company will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.9 The site set-up must be completed before Cinergy Communications Company can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Cinergy Communications Company's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.10 Once the site set-up is complete, Cinergy Communications Company will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when Cinergy Communications Company requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Cinergy Communications Company for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

**2.8.3      Unbundled Network Terminating Wire (UNTW)**

2.8.3.1      Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers.

2.8.3.2      This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

**2.8.3.3      Requirements**

2.8.3.3.1      On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2      The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3      Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.4      Access Terminal installation intervals will be established on an individual case basis.

- 2.8.3.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.
- 2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
- 2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

- 2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.
- 2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
- 2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of Cinergy Communications Company's loop distribution elements onto BellSouth's feeder system.
- 2.8.4.5 Requirements
- 2.8.4.5.1 Cinergy Communications Company will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to Cinergy Communications Company. Cinergy Communications Company will then have the option of paying the special construction charges or canceling the order.
- 2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
- 2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.5 **Unbundled Loop Concentration (ULC)**

- 2.8.5.1 BellSouth will provide to Cinergy Communications Company Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Cinergy Communications Company at Cinergy Communications

Company's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to Cinergy Communications Company's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, Cinergy Communications Company may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of Cinergy Communications Company's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Cinergy Communications Company's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Cinergy Communications Company's demarcation point associated with Cinergy Communications Company's collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 Cinergy Communications Company is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow Cinergy Communications Company's sub-loops to be placed on the USLC and transported to Cinergy Communications Company's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Cinergy Communications Company to utilize Dark Fiber Loops.

- 2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with Cinergy Communications Company's collocation space in the end user's serving wire center.
- 2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
- 2.8.7.4 Requirements
- 2.8.7.4.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.
- 2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Cinergy Communications Company's request subject to time and materials charges.
- 2.8.7.4.3 Cinergy Communications Company is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to Cinergy Communications Company information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from Cinergy Communications Company.
- 2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Cinergy Communications Company within twenty (20) business days after Cinergy Communications Company submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Cinergy Communications Company to connect or splice Cinergy Communications Company provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.
- 2.8.7.4.6 Cinergy Communications Company may splice at the end points and test Dark Fiber Loop obtained from BellSouth using Cinergy Communications Company or Cinergy Communications Company designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Loop.



For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Cinergy Communications Company (LMU) information so that Cinergy Communications Company can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Cinergy Communications Company intends to install and the services Cinergy Communications Company wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from Cinergy Communications Company ordering any other service(s). *Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.9.1.2 BellSouth will provide Cinergy Communications Company LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to Cinergy Communications Company as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 Cinergy Communications Company may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by Cinergy Communications Company and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Cinergy Communications Company's ability to provide advanced data services over the ordered loop type. Further, if Cinergy Communications Company orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Cinergy Communications Company is fully responsible for any of its

service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Cinergy Communications Company may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if Cinergy Communications Company needs further loop information in order to determine loop service capability, Cinergy Communications Company may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Cinergy Communications Company may reserve up to ten Loop facilities. For a Manual LMUSI, Cinergy Communications Company may reserve up to three Loop facilities.

2.9.3.2 Cinergy Communications Company may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to Cinergy Communications Company. During and prior to Cinergy Communications Company placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Cinergy Communications Company does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Cinergy Communications Company will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, Cinergy Communications Company does not reserve facilities upon an initial LMUSI, Cinergy Communications Company's placement of an order for an

advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.

- 2.9.4.2 Where Cinergy Communications Company has reserved multiple Loop facilities on a single reservation, Cinergy Communications Company may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Cinergy Communications Company, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Cinergy Communications Company. If the ordered Loop type is not available, Cinergy Communications Company may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

### 3. High Frequency Spectrum Network Element

#### 3.1 General

- 3.1.1 BellSouth shall provide Cinergy Communications Company access to the high frequency portion of the local loop as an unbundled network element ~~only where BellSouth is the voice service provider to the end user~~ ("High Frequency Spectrum") at the rates set forth in this Attachment.

- 3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a ~~copper~~ loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Cinergy Communications Company the ability to provide Digital Subscriber Line ("xDSL") data services to the end user ~~for which BellSouth provides voice services~~. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, *American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems*. BellSouth ~~will~~ may continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service to the extent the End User chooses BellSouth's voice service. Cinergy Communications Company shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

- 3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to Cinergy Communications Company in accordance with the Unbundled Loop Modification process set forth in Section 2.5 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service;

however, BellSouth may not object to such conditioning if the loop is purchased by Cinergy Communications Company via UNE-platform. If Cinergy Communications Company requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, Cinergy Communications Company shall pay for the Loop to be restored to its original state if that line will no longer be used for xDSL services in the future.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.2.1 BellSouth will provide Cinergy Communications Company with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Cinergy Communications Company must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. Cinergy Communications Company may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within ~~forty-two (42)~~ thirty (30) calendar days of Cinergy Communications Company's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the ~~forty-two (42)~~ thirty (30) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

3.2.1.2 Once a splitter is installed on behalf of Cinergy Communications Company in a central office in which Cinergy Communications Company is located, Cinergy Communications Company shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Cinergy Communications Company shall pay the electronic or manual ordering charges as applicable when Cinergy Communications Company orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Cinergy Communications Company access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Cinergy Communications Company's xDSL equipment in Cinergy Communications Company's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Cinergy Communications Company with a carrier notification letter, informing Cinergy Communications Company of change. Cinergy Communications Company shall purchase ports on the splitter in increments of 24 ports.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to Cinergy Communications Company's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Cinergy Communications Company's DS0 termination point as possible. Cinergy Communications Company shall have access to the splitter

for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Cinergy Communications Company on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Cinergy Communications Company DS0 at such time that a Cinergy Communications Company end user's service is established.

3.2.1.5 ~~The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Cinergy Communications Company desires to continue providing xDSL service on such Loop, Cinergy Communications Company shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Cinergy Communications Company notice in a reasonable time prior to disconnect, which notice shall give Cinergy Communications Company an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and Cinergy Communications Company purchases the full stand-alone Loop, Cinergy Communications Company may elect the type of loop it will purchase. Cinergy Communications Company will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event Cinergy Communications Company purchases a voice-grade Loop, Cinergy Communications Company acknowledges that such Loop may not remain xDSL compatible.~~

3.2.1.6 Pursuant to paragraph 19 of the Third Report and Order on Reconsideration in CC Docket No. 98-147, adopted January 19, 2001, BellSouth has an obligation to permit Cinergy Communications Company to engage in line splitting using the UNE-platform where Cinergy Communications Company purchases the entire loop. BellSouth shall allow any configuration that would allow Cinergy Communications Company to replace its existing UNE-platform arrangement with a configuration that allows Cinergy Communications Company to provision both voice and data services.

~~3.2.1.6~~ 3.2.1.7 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

### 3.2.2 Ordering

- 3.2.2.1 BellSouth will provide Cinergy Communications Company the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 3.2.2.2 BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. If the LSR has errors that would prevent an FOC, BellSouth must notify Cinergy Communications Company of such errors within two (2) business days. When Cinergy Communications Company submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide Cinergy Communications Company with access to the High Frequency Spectrum at the following target intervals:
  - 3.2.2.2.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
  - 3.2.2.2.2 BellSouth will provide to Cinergy Communications Company BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.
  - 3.2.2.2.3 BellSouth will provide Cinergy Communications Company access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Cinergy Communications Company shall pay the rates for such services, as described in Exhibit B.
  - 3.2.2.2.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Cinergy Communications Company's data.
- 3.2.3 **Maintenance and Repair**
  - 3.2.3.1 Cinergy Communications Company shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. Cinergy Communications Company may access the loop at the point where the combined voice and data signal exits the central office splitter.
  - 3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Cinergy Communications Company will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
  - 3.2.3.3 Cinergy Communications Company shall inform its end users to direct data problems to Cinergy Communications Company, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.2.3.5 In the event Cinergy Communications Company's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Cinergy Communications Company and allow twenty-four (24) hours to cure the trouble. If Cinergy Communications Company fails to resolve the trouble, BellSouth may discontinue Cinergy Communications Company's access to the High Frequency Spectrum on such loop.

3.2.4 **Line Splitting.**

3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of Cinergy Communications Company, the Parties shall amend this Agreement to incorporate the same.

4. **Local Switching**

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Cinergy Communications Company for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Cinergy Communications Company for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as

well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Cinergy Communications Company when Cinergy Communications Company serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.2.3 In the event that Cinergy Communications Company orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Cinergy Communications Company the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Cinergy Communications Company's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that Cinergy Communications Company purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Cinergy Communications Company local end user, or originated by a BellSouth local end user and terminated to an Cinergy Communications Company local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Cinergy Communications Company the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between



BellSouth and Cinergy Communications Company shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.2.7 BellSouth shall assess Cinergy Communications Company retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if Cinergy Communications Company has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

1.1.84.2.8 Where Cinergy Communications Company purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Cinergy Communications Company end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Cinergy Communications Company the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Cinergy Communications Company shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Cinergy Communications Company the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

- 4.2.10 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Cinergy Communications Company shall not bill BellSouth originating or terminating switched access for such calls.

4.2.11 **Unbundled Port Features**

- 4.2.11.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.

- 4.2.11.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

- 4.2.11.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

- 4.2.11.4 BellSouth will provide to Cinergy Communications Company selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by Cinergy Communications Company

will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

4.2.12 **Provision for Local Switching**

4.2.12.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

4.2.12.2 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Cinergy Communications Company all AIN triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Cinergy Communications Company.

4.2.13 **Local Switching Interfaces.**

4.2.13.1 Cinergy Communications Company shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:

4.2.13.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

- 4.2.13.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
- 4.2.13.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

#### 4.3 **Tandem Switching**

- 4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

#### 4.3.2 **Technical Requirements**

- 4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
  - 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
  - 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Cinergy Communications Company and BellSouth;
  - 4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
  - 4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;
  - 4.3.2.1.5 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
  - 4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

- 4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Cinergy Communications Company.
- 4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 Tandem Switching shall process originating toll-free traffic received from Cinergy Communications Company's local switch.
- 4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 4.3.3 Upon Cinergy Communications Company's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Cinergy Communications Company's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Cinergy Communications Company. AIN Selective Carrier Routing will provide Cinergy Communications Company with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 Cinergy Communications Company shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.4.4 Where AIN Selective Carrier Routing is utilized by Cinergy Communications Company, the routing of Cinergy Communications Company's end user calls shall be pursuant to information provided by Cinergy Communications Company and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Cinergy Communications Company shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a

non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each Cinergy Communications Company end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. Cinergy Communications Company shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

- 4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN\_SCR Central Office Identification Form - Form C, AIN\_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to Cinergy Communications Company's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Cinergy Communications Company, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 The non-recurring End Office Establishment Charge will be billed to Cinergy Communications Company following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to Cinergy Communications Company following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to Cinergy Communications Company following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

#### 4.5 **Packet Switching Capability**

- 4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services Cinergy Communications Company seeks to offer;
- 4.5.2.3 BellSouth has not permitted Cinergy Communications Company to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Cinergy Communications Company obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and
- 4.5.2.4 BellSouth ~~has deployed~~ is capable of deploying packet switching ~~capability~~ for its own use.
- 4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

#### 4.6 **Interoffice Transmission Facilities**

- 4.6.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Cinergy Communications Company for the provision of a telecommunications service.

### 5. **Unbundled Network Element Combinations**

- 5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.
- 5.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- 5.3 **Enhanced Extended Links (EELs)**

- 5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.
- 5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. Cinergy Communications Company shall provide to BellSouth a letter certifying that Cinergy Communications Company is providing a significant amount of local exchange service (as described in Sections 5.3.5.2, 5.3.5.3, 5.3.5.4, or 5.3.5.5) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to Cinergy Communications Company's POP serving wire center. The circuit must be connected to Cinergy Communications Company's switch for the purpose of provisioning telephone exchange service to Cinergy Communications Company's end-user customers. The EEL will be connected to Cinergy Communications Company's facilities in Cinergy Communications Company's collocation space at the POP SWC, or Cinergy Communications Company may purchase BellSouth's access facilities between Cinergy Communications Company's POP and Cinergy Communications Company's collocation space at the POP SWC.
- 5.3.3 BellSouth shall provide EEL combinations to Cinergy Communications Company in Georgia and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Cinergy Communications Company those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to Cinergy Communications Company in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to Cinergy Communications Company only to the extent such network elements are Currently Combined.
- 5.3.4 **EEL Combinations**
- 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

- 5.3.5.1 Cinergy Communications Company may not convert special access services to combinations of loop and transport network elements, whether or not Cinergy Communications Company self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Cinergy Communications Company uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Cinergy Communications Company requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Cinergy Communications Company shall provide to BellSouth a letter certifying that Cinergy Communications Company is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Cinergy Communications Company seeks to qualify for conversion of special access circuits. Cinergy Communications Company shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 5.3.5.2 Cinergy Communications Company certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Cinergy Communications Company's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Cinergy Communications Company is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Cinergy Communications Company can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or



- 5.3.5.3 Cinergy Communications Company certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at Cinergy Communications Company's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.5.4 Cinergy Communications Company certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Cinergy Communications Company does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.5.5 In addition, there may be extraordinary circumstances where Cinergy Communications Company is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.5. In such case, Cinergy Communications Company may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Cinergy Communications Company's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.5.6 BellSouth may at its sole discretion audit Cinergy Communications Company records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Cinergy Communications Company shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Cinergy Communications Company shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Cinergy Communications Company is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements,

BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Cinergy Communications Company.

5.3.5.7 Cinergy Communications Company may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.6 **Rates**

5.3.6.1 Georgia and Tennessee

5.3.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.

5.3.6.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

5.3.6.1.3 To the extent that Cinergy Communications Company seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Cinergy Communications Company, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.6.2 All Other States

5.3.6.2.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit B of this Attachment.

5.3.7 **Multiplexing**

5.3.7.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Non-Switched Combinations**

- 5.4.1 In the states of Georgia and Tennessee, BellSouth shall make available to Cinergy Communications Company, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Cinergy Communications Company, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
- 5.4.2 Rates
- 5.4.2.1 Georgia and Tennessee
- 5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit B of this Attachment.
- 5.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.
- 5.4.2.1.3 To the extent that Cinergy Communications Company seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Cinergy Communications Company, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.4.2.2 All Other States
- 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit B of this Attachment.
- 5.5 **UNE Loop/Special Access Combinations**
- 5.5.1 BellSouth shall make available to Cinergy Communications Company a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Cinergy Communications Company will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited

to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.5.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit B and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **UNE Port/Loop Combinations**

5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.6.2 BellSouth shall make available Currently Combined and not Currently Combined UNE port/loop combinations.

5.6.2.1 Except as set forth in section 5.6.3 below, the rates at which BellSouth shall provide Currently Combined UNE port/loop combinations and not Currently Combined UNE port/loop combinations in the states of Georgia and Tennessee shall be the cost-based rates in Exhibit C.

5.6.2.2 The rates at which BellSouth shall provide not Currently Combined UNE port/loop combinations in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina shall be the market rates in Exhibit C.

5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.3.1 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Cinergy Communications Company if Cinergy Communications Company's customer has 4 or more DS0 equivalent lines.

5.6.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules,

BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit C.

5.6.4 Combination Offerings

5.6.4.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

**6 Transport, Channelization and Dark Fiber**

**6.6 Transport**

6.6.3 Interoffice transmission facility network elements include:

6.6.3.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire

centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Cinergy Communications Company.

- 6.6.3.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;
- 6.6.3.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.
- 6.6.4 BellSouth shall:
  - 6.6.4.1 Provide Cinergy Communications Company exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
  - 6.6.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;
  - 6.6.4.3 Permit, to the extent technically feasible, Cinergy Communications Company to connect such interoffice facilities to equipment designated by Cinergy Communications Company, including but not limited to, Cinergy Communications Company's collocated facilities; and
  - 6.6.4.4 Permit, to the extent technically feasible, Cinergy Communications Company to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.6.5 Technical Requirements of Common (Shared) Transport
  - 6.6.5.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the applicable industry standards.
  - 6.6.5.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the applicable industry standards.
  - 6.6.5.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

6.6.5.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.7 **Dedicated Transport**

6.7.3 Dedicated Transport is composed of the following Unbundled Network Elements:

6.7.3.1 Unbundled Local Channel, defined as the dedicated transmission path between Cinergy Communications Company's Point of Presence("POP") and Cinergy Communications Company's collocation space in the BellSouth Serving Wire Center for Cinergy Communications Company's POP, and

6.7.3.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

6.7.3.3 BellSouth shall offer Dedicated Transport in each of the following ways:

6.7.3.3.1 As capacity on a shared UNE facility.

6.7.3.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Cinergy Communications Company.

6.7.3.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.

6.7.4 Technical Requirements

6.7.4.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Cinergy Communications Company designated traffic.

6.7.4.2 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable industry standards.

6.7.4.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.

6.7.4.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

6.7.4.4.1 DS0 Equivalent;

6.7.4.4.2 DS1;

- 6.7.4.4.3 DS3; and
- 6.7.4.4.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.7.4.5 BellSouth shall design Dedicated Transport according to its network infrastructure. Cinergy Communications Company shall specify the termination points for Dedicated Transport.
- 6.7.4.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.7.4.7 BellSouth Technical References:
  - 6.7.4.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
  - 6.7.4.7.2 TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995.
  - 6.7.4.7.3 TR 73525 MegaLink<sup>®</sup> Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.8 **Unbundled Channelization (Multiplexing)**
  - 6.8.3 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Cinergy Communications Company may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.
  - 6.8.4 BellSouth shall make available the following channelization systems:
    - 6.8.4.1 DS3 Channelization System: channelizes a DS3 signal into 28 DS1s/STS-1s.
    - 6.8.4.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.
  - 6.8.5 BellSouth shall make available the following
    - 6.8.5.1 Central Office Channel Interfaces (COCI):



- 6.8.5.2 DS1 COCI, which can be activated on a DS3 Channelization System.
- 6.8.5.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.
- 6.8.5.4 Data COCI, which can be activated on a DS1 Channelization System.
- 6.8.5.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.8.6 Technical Requirements
  - 6.8.6.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Cinergy Communications Company's channelization equipment must adhere strictly to form and protocol standards. Cinergy Communications Company must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
  - 6.8.6.2 DS0 to DS1 Channelization
    - 6.8.6.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.
  - 6.8.6.3 DS1 to DS3 Channelization
    - 6.8.6.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
  - 6.8.6.4 DS1 to STS Channelization
    - 6.8.6.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.
- 6.9 **Dark Fiber Transport**
  - 6.9.3 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Cinergy Communications Company to utilize Dark Fiber Transport.

- 6.9.4 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
- 6.9.5 Requirements
- 6.9.5.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
- 6.9.5.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Cinergy Communications Company's request subject to time and materials charges.
- 6.9.5.3 Cinergy Communications Company is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.
- 6.9.5.4 BellSouth shall use its best efforts to provide to Cinergy Communications Company information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Cinergy Communications Company. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.
- 6.9.5.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Cinergy Communications Company within twenty (20) business days after Cinergy Communications Company submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Cinergy Communications Company to connect or splice Cinergy Communications Company provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.
- 6.9.5.6 Cinergy Communications Company may splice at the end points and test Dark Fiber Transport obtained from BellSouth using Cinergy Communications Company or Cinergy Communications Company designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

**7 BellSouth Switched Access (“SWA”) 8XX Toll Free Dialing Ten Digit Screening Service**

7.6 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (“8XX SCP Database”) is a Signaling control Point (“SCP”) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (“SSP”) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (“8XX TFD Service”) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Cinergy Communications Company’s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Cinergy Communications Company.

7.7 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

**8 Line Information Database (LIDB)**

8.6 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Cinergy Communications Company must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth’s CCS network and other CCS networks. LIDB also interfaces to administrative systems.

**8.7 Technical Requirements**

8.7.3 BellSouth will offer to Cinergy Communications Company any additional capabilities that are developed for LIDB during the life of this Agreement.

8.7.4 BellSouth shall process Cinergy Communications Company’s Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Cinergy Communications Company what additional functions (if any) are performed by LIDB in the BellSouth network.

- 8.7.5 Within two (2) weeks after a request by Cinergy Communications Company, BellSouth shall provide Cinergy Communications Company with a list of the customer data items, which Cinergy Communications Company would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 8.7.6 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.7.7 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.7.8 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.7.9 All additions, updates and deletions of Cinergy Communications Company data to the LIDB shall be solely at the direction of Cinergy Communications Company. Such direction from Cinergy Communications Company will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.7.10 BellSouth shall provide priority updates to LIDB for Cinergy Communications Company data upon Cinergy Communications Company's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.7.11 BellSouth shall provide LIDB systems such that no more than 0.01% of Cinergy Communications Company customer records will be missing from LIDB, as measured by Cinergy Communications Company audits. BellSouth will audit Cinergy Communications Company records in LIDB against DBAS to identify record mismatches and provide this data to a designated Cinergy Communications Company contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Cinergy Communications Company within one business day of audit. Once reconciled records are received back from Cinergy Communications Company, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Cinergy Communications Company to negotiate a time frame for the updates, not to exceed three business days.
- 8.7.12 BellSouth shall perform backup and recovery of all of Cinergy Communications Company's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently,

BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

- 8.7.13 BellSouth shall provide Cinergy Communications Company with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Cinergy Communications Company and BellSouth.
- 8.7.14 BellSouth shall prevent any access to or use of Cinergy Communications Company data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Cinergy Communications Company in writing.
- 8.7.15 BellSouth shall provide Cinergy Communications Company performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Cinergy Communications Company at least at parity with BellSouth Customer Data. BellSouth shall obtain from Cinergy Communications Company the screening information associated with LIDB Data Screening of Cinergy Communications Company data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Cinergy Communications Company under the BFR/NBR process as set forth in Attachment 12.
- 8.7.16 BellSouth shall accept queries to LIDB associated with Cinergy Communications Company customer records, and shall return responses in accordance with industry standards.
- 8.7.17 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.7.18 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.8 Interface Requirements
  - 8.8.3 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
  - 8.8.4 The interface to LIDB shall be in accordance with the technical references contained within.
  - 8.8.5 The CCS interface to LIDB shall be the standard interface described herein.

- 8.8.6 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

## **9 Signaling**

- 9.6 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

### **9.7 Signaling Link Transport**

- 9.7.3 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Cinergy Communications Company-designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 9.7.4 Technical Requirements
- 9.7.5 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 9.7.5.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
- 9.7.5.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).
- 9.7.6 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.7.6.1 An A-link layer shall consist of two links.
- 9.7.6.2 A B-link layer shall consist of four links.
- 9.7.6.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.7.6.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

- 9.7.6.5 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.7.7 Interface Requirements
- 9.7.7.1 There shall be a DS1 (1.544 Mbps) interface at Cinergy Communications Company's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.8 **Signaling Transfer Points (STPs)**
- 9.8.3 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.8.4 Technical Requirements
- 9.8.4.1 Signaling Transfer Points shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Points also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
- 9.8.4.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.8.4.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Cinergy Communications Company local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Cinergy Communications Company local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.8.4.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP

Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Cinergy Communications Company or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Cinergy Communications Company database, then Cinergy Communications Company agrees to provide BellSouth with the Destination Point Code for Cinergy Communications Company database.

9.8.4.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).

9.8.4.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Cinergy Communications Company or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

## 9.9 SS7 Advanced Intelligent Network (AIN) Access

9.9.3 When technically feasible and upon request by Cinergy Communications Company, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with Cinergy Communications Company's SS7 network to exchange TCAP queries and responses with a Cinergy Communications Company SCP.

9.9.4 SS7 AIN Access shall provide Cinergy Communications Company SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Cinergy Communications Company SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Cinergy Communications Company SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.



## 9.9.5 Interface Requirements

9.9.5.1 BellSouth shall provide the following STP options to connect Cinergy Communications Company or Cinergy Communications Company-designated local switching systems to the BellSouth SS7 network:

9.9.5.1.1 An A-link interface from Cinergy Communications Company local switching systems; and,

9.9.5.1.2 A B-link interface from Cinergy Communications Company local STPs.

9.9.5.2 Each type of interface shall be provided by one or more layers of signaling links.

9.9.5.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.9.5.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.9.5.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

## 9.9.6 Message Screening

9.9.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Cinergy Communications Company local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Cinergy Communications Company switching system has a valid signaling relationship.

9.9.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Cinergy Communications Company local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Cinergy Communications Company switching system has a valid signaling relationship.

9.9.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Cinergy Communications Company from any signaling point or network interconnected through BellSouth's SS7 network where the Cinergy Communications Company SCP has a valid signaling relationship.

## 9.10 Service Control Points/Databases

- 9.10.3 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.10.4 A Service Control Point (SCP) is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 9.10.5 Technical Requirements for SCPs/Databases
- 9.10.5.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.10.5.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.10.5.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.11 **Local Number Portability Database**
- 9.11.3 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 9.12 **SS7 Network Interconnection**
- 9.12.3 SS7 Network Interconnection is the interconnection of Cinergy Communications Company local signaling transfer point switches or Cinergy Communications Company local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Cinergy Communications Company local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.12.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Cinergy Communications Company or other third-party switching systems with A-link access to the BellSouth SS7 network.

- 9.12.5 If traffic is routed based on dialed or translated digits between a Cinergy Communications Company local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Cinergy Communications Company local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.12.6 SS7 Network Interconnection shall provide:
- 9.12.6.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 9.12.6.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.12.6.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.12.7 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Cinergy Communications Company local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Cinergy Communications Company local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.12.8 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.12.9 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.12.10 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.12.11 Interface Requirements
- 9.12.11.1 The following SS7 Network Interconnection interface options are available to connect Cinergy Communications Company or Cinergy Communications Company-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

- 9.12.11.1.1 A-link interface from Cinergy Communications Company local or tandem switching systems; and
- 9.12.11.1.2 B-link interface from Cinergy Communications Company STPs.
- 9.12.11.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.12.11.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 9.12.11.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.12.11.5 BellSouth shall set message screening parameters to accept messages from Cinergy Communications Company local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Cinergy Communications Company switching system has a valid signaling relationship.

## **10 Operator Service and Directory Assistance**

- 10.6 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
- 10.7 Upon request for BellSouth Operator Services, BellSouth shall:
  - 10.7.3 Process 0+ and 0- dialed local calls.
  - 10.7.4 Process 0+ and 0- intraLATA toll calls.
  - 10.7.5 Process calls that are billed to Cinergy Communications Company end user's calling card that can be validated by BellSouth.
  - 10.7.6 Process person-to-person calls.
  - 10.7.7 Process collect calls.

- 10.7.8 Provide the capability for callers to bill to a third party and shall also process such calls.
- 10.7.9 Process station-to-station calls.
- 10.7.10 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.7.11 Process emergency call trace originated by Public Safety Answering Points.
- 10.7.12 Process operator-assisted directory assistance calls.
- 10.7.13 Adhere to equal access requirements, providing Cinergy Communications Company local end users the same IXC access as provided to BellSouth end users.
- 10.7.14 Exercise at least the same level of fraud control in providing Operator Service to Cinergy Communications Company that BellSouth provides for its own operator service.
- 10.7.15 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.7.16 Direct customer account and other similar inquiries to the customer service center designated by Cinergy Communications Company.
- 10.7.17 Provide call records to Cinergy Communications Company in accordance with ODUF standards specified in Attachment 7.
- 10.7.18 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 10.8 **Directory Assistance Service**
- 10.8.3 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.8.4 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Cinergy Communications Company's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.
- 10.8.5 **Directory Assistance Service Updates**
- 10.8.5.1 BellSouth shall update end user listings changes daily. These changes include:
  - 10.8.5.1.1 New end user connections

- 10.8.5.1.2 End user disconnections
- 10.8.5.1.3 End user address changes
- 10.8.5.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.9 **Branding for Operator Call Processing and Directory Assistance**

10.9.3 BellSouth's branding feature provides a definable announcement to Cinergy Communications Company end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Cinergy Communications Company to have its calls custom branded with Cinergy Communications Company's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.9.4 BellSouth offers three (3) service levels of branding to Cinergy Communications Company when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.9.4.1 Service Level 1 - BellSouth Branding

10.9.4.2 Service Level 2 - Unbranding

10.9.4.3 Service Level 3 - Custom Branding

10.9.5 Where Cinergy Communications Company resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route Cinergy Communications Company's end user calls to that provider through Selective Carrier Routing.

10.9.6 **For Resellers and Use with an Unbundled Port**

10.9.6.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Cinergy Communications Company to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

10.9.6.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

- 10.9.6.3 Where available, Cinergy Communications Company specific and unique line class codes are programmed in each BellSouth end office switch where Cinergy Communications Company intends to serve end users with customized OS/DA branding. The line class codes specifically identify Cinergy Communications Company's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Cinergy Communications Company intends to provide Cinergy Communications Company -branded OS/DA to its end users in these multiple rate areas.
- 10.9.6.4 BellSouth Branding is the Default Service Level.
- 10.9.6.5 SCR-LCC supporting Custom Branding and Self Branding require Cinergy Communications Company to order dedicated trunking from each BellSouth end office identified by Cinergy Communications Company, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Cinergy Communications Company Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.9.6.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Cinergy Communications Company to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.9.6.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 10.9.6.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Cinergy Communications Company shall not be required to purchase dedicated trunking.
- 10.9.6.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Cinergy Communications Company must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage

Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Cinergy Communications Company must submit a manual order form which requires, among other things, Cinergy Communications Company's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Cinergy Communications Company shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Cinergy Communications Company's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Cinergy Communications Company end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

- 10.9.6.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Cinergy Communications Company applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Cinergy Communications Company shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where Cinergy Communications Company is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

**10.9.7 For Facilities Based Carriers**

- 10.9.7.1 All Service Levels require Cinergy Communications Company to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

- 10.9.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Cinergy Communications Company requires service.

- 10.9.7.3 Directory Assistance customized branding uses:

- 10.9.7.3.1 the recording of Cinergy Communications Company;

- 10.9.7.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

- 10.9.7.4 Operator Call Processing customized branding uses:

- 10.9.7.4.1 the recording of Cinergy Communications Company;



- 10.9.7.4.2 the front-end loading of the DRAM in the TOPS Switch;
- 10.9.7.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.10 **Directory Assistance Database Service (DADS)**

10.10.3 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to Cinergy Communications Company end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). Cinergy Communications Company agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, Cinergy Communications Company agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.10.4 BellSouth shall initially provide Cinergy Communications Company with a Base File of subscriber listings which reflect all listing change activity occurring since Cinergy Communications Company's most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from Cinergy Communications Company to prepare the Base File.

10.10.5 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since Cinergy Communications Company's previous update. Delivery of updates will commence immediately after Cinergy Communications Company receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Cinergy Communications Company mutually develop CONNECT: Direct<sup>TM</sup> electronic connectivity. Cinergy Communications Company will pay all costs associated with CONNECT: Direct<sup>TM</sup> connectivity, which will vary depending upon volume and mileage.

10.10.6 Cinergy Communications Company authorizes the inclusion of Cinergy Communications Company Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.11 **Direct Access to Directory Assistance Service**

10.11.3 Direct Access to Directory Assistance Service (DADAS) will provide Cinergy Communications Company's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Cinergy Communications Company to utilize its own switch, operator workstations and optional audio subsystems.

10.11.4 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

**11 Automatic Location Identification/Data Management System (ALI/DMS)**

11.6 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

**11.7 Technical Requirements**

11.7.3 BellSouth shall provide Cinergy Communications Company a data link to the ALI/DMS database or permit Cinergy Communications Company to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Cinergy Communications Company after Cinergy Communications Company inputs end user information into the ALI/DMS database. Alternately, Cinergy Communications Company may request that BellSouth enter Cinergy Communications Company's end user information into the database, and validate end user information.

11.7.4 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Cinergy Communications Company requests otherwise and shall be updated if Cinergy Communications Company requests, provided Cinergy Communications Company supplies BellSouth with the updates.

11.7.5 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

11.7.6 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

**11.8 Interface Requirements**

- 11.8.3 The interface between the E911 Switch or Tandem and the ALI/DMS database for Cinergy Communications Company end users shall meet industry standards.

**12 Calling Name (CNAM) Database Service**

- 12.6 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Cinergy Communications Company the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 12.7 Cinergy Communications Company shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to Cinergy Communications Company's access to BellSouth's CNAM Database Services and shall be addressed to Cinergy Communications Company's Account Manager.
- 12.8 BellSouth's provision of CNAM Database Services to Cinergy Communications Company requires interconnection from Cinergy Communications Company to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.
- 12.9 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Cinergy Communications Company shall provide its own CNAM SSP. Cinergy Communications Company's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.10 If Cinergy Communications Company elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Cinergy Communications Company desires to query.
- 12.11 If Cinergy Communications Company queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with

modification of the General Terms and Conditions incorporated herein by this reference.

- 12.12 The mechanism to be used by Cinergy Communications Company for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Cinergy Communications Company in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Cinergy Communications Company to provide accurate information to BellSouth on a current basis.
- 12.13 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.14 Cinergy Communications Company CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.
- 13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 13.6 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Cinergy Communications Company the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.7 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Cinergy Communications Company. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.8 BellSouth SCP shall partition and protect Cinergy Communications Company service logic and data from unauthorized access.
- 13.9 When Cinergy Communications Company selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Cinergy Communications Company to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.9.3 Cinergy Communications Company access will be provided via remote data connection (e.g., dial-in, ISDN).

- 13.9.4 BellSouth shall allow Cinergy Communications Company to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

**14 Basic 911 and E911**

- 14.6 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

- 14.7 Basic 911 Service Provisioning. BellSouth will provide to Cinergy Communications Company a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Cinergy Communications Company will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Cinergy Communications Company will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Cinergy Communications Company will be required to begin using E911 procedures.

- 14.8 E911 Service Provisioning. Cinergy Communications Company shall install a minimum of two dedicated trunks originating from the Cinergy Communications Company serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Cinergy Communications Company will be required to provide BellSouth daily updates to the E911 database. Cinergy Communications Company will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Cinergy Communications Company will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Cinergy Communications Company shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 14.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Cinergy Communications Company beyond applicable charges for BellSouth trunking arrangements.
- 14.10 Basic 911 and E911 functions provided to Cinergy Communications Company shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 14.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Cinergy Communications Company to follow in providing 911/E911 services.
- 15 Operational Support Systems (OSS)**
- 15.6 BellSouth has developed and made available the following electronic interfaces by which Cinergy Communications Company may submit LSRs electronically.
- |      |                                   |
|------|-----------------------------------|
| LENS | Local Exchange Navigation System  |
| EDI  | Electronic Data Interchange       |
| TAG  | Telecommunications Access Gateway |
- 15.7 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit B of this Attachment 2.
- 15.8 Denial/Restoral OSS Charge
- 15.8.3 In the event Cinergy Communications Company provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.
- 15.9 Cancellation OSS Charge
- 15.9.3 Cinergy Communications Company will incur an OSS charge for an accepted LSR that is later canceled.
- 15.9.4 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 15.9.5 Network Elements and Other Services Manual Additive
- 15.9.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by

means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit B.

**EXHIBIT A****LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that Cinergy Communications Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by Cinergy Communications Company.
- C. Special billing number - a ten-digit number that identifies a billing account established by Cinergy Communications Company.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by Cinergy Communications Company that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Cinergy Communications Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Cinergy Communications Company.

**II. General**

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Cinergy Communications Company and pursuant to which BellSouth, its LIDB customers and Cinergy Communications Company shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Cinergy Communications Company's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Cinergy Communications Company understands that BellSouth provides access to information in its LIDB to various



telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Cinergy Communications Company, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to Cinergy Communications Company's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement.

- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Cinergy Communications Company has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth and where the last four digits (PIN) are a security code assigned by BellSouth.

3. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Cinergy Communications Company of fraud alerts so that Cinergy Communications Company may take action it deems appropriate.

**III. Responsibilities of the Parties**

- A. BellSouth will administer all data stored in the LIDB, including the data provided by Cinergy Communications Company pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Cinergy Communications Company for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and

collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Cinergy Communications Company's data from BellSouth's data, the following terms and conditions shall apply:

1. Cinergy Communications Company will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for Cinergy Communications Company's End User accounts which are resident in LIDB pursuant to this Agreement. Cinergy Communications Company authorizes BellSouth to place such charges on Cinergy Communications Company's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.
2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. Cinergy Communications Company shall have the responsibility to render a billing statement to its End Users for these charges, but Cinergy Communications Company shall pay BellSouth for the charges billed regardless of whether Cinergy Communications Company collects from Cinergy Communications Company's End Users.
4. BellSouth shall have no obligation to become involved in any disputes between Cinergy Communications Company and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Cinergy Communications Company. It shall be the responsibility of Cinergy Communications Company and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. Cinergy Communications Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements,

BellSouth will issue line-based calling cards only in the name of Cinergy Communications Company. BellSouth will not issue line-based calling cards in the name of Cinergy Communications Company's individual End Users. In the event that Cinergy Communications Company wants to include calling card numbers assigned by Cinergy Communications Company in the BellSouth LIDB, a separate agreement is required.

**V. Fees for Service and Taxes**

- A. Cinergy Communications Company will not be charged a fee for storage services provided by BellSouth to Cinergy Communications Company, as described in this LIDB Facilities Based Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Cinergy Communications Company in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

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**Attachment 4**

**Physical Collocation  
Tennessee and Kentucky**

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**BELLSOUTH**  
**PHYSICAL COLLOCATION**

**1. Scope of Attachment**

1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Cinergy Communications Company is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

1.2 Right to Occupy. BellSouth shall offer to Cinergy Communications Company collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Cinergy Communications Company to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Cinergy Communications Company and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).

Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.

The size specified by Cinergy Communications Company may contemplate a request for space sufficient to accommodate Cinergy Communications Company's growth within a two-year period.

1.3 Space Allocation. BellSouth shall attempt to accommodate <<customer\_name>>'s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Cinergy Communications Company's cost or materially delay Cinergy Communications Company's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the Cinergy Communications Company wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space;

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(e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Cinergy Communications Company will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 Use of Space. Cinergy Communications Company shall use the Collocation Space for the purposes of installing, maintaining and operating Cinergy Communications Company's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Cinergy Communications Company agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. Space Availability Report
  - 2.1 Space Availability Report. Upon request from Cinergy Communications Company, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
    - 2.1.1 The request from Cinergy Communications Company for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

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- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Cinergy Communications Company and inform Cinergy Communications Company of the time frame under which it can respond.

3. **Collocation Options**

- 3.1 Cageless. BellSouth shall allow Cinergy Communications Company to collocate Cinergy Communications Company's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Cinergy Communications Company to have direct access to Cinergy Communications Company's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Cinergy Communications Company's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Cinergy Communications Company must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Cinergy Communications Company's expense, Cinergy Communications Company may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Cinergy Communications Company and Cinergy Communications Company's Certified Supplier must comply with the more stringent local building code requirements. Cinergy Communications Company's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Cinergy Communications Company and provide, at Cinergy Communications Company's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Cinergy Communications Company to obtain the zoning, permits and/or other licenses. Cinergy Communications Company's Certified Supplier shall bill Cinergy Communications Company directly for all work performed for Cinergy Communications Company pursuant to this Attachment and BellSouth shall have no liability for nor

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responsibility to pay such charges imposed by the Cinergy Communications Company's Certified Supplier. Cinergy Communications Company must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Cinergy Communications Company's locked enclosure prior to notifying Cinergy Communications Company. Upon request, BellSouth shall construct the enclosure for Cinergy Communications Company.

3.2.1 BellSouth may elect to review Cinergy Communications Company's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Cinergy Communications Company indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Cinergy Communications Company has indicated their desire to construct their own enclosure. If Cinergy Communications Company's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Cinergy Communications Company's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Cinergy Communications Company to remove or correct within seven (7) calendar days at Cinergy Communications Company's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared (Subleased) Caged Collocation. Cinergy Communications Company may allow other telecommunications carriers to share Cinergy Communications Company's caged collocation arrangement pursuant to terms and conditions agreed to by Cinergy Communications Company ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Cinergy Communications Company shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Cinergy Communications Company that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Cinergy Communications Company.

Cinergy Communications Company, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are



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fully complied with by the Guest, its employees and agents. BellSouth shall provide Cinergy Communications Company with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Cinergy Communications Company shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

Cinergy Communications Company shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Cinergy Communications Company's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by Cinergy Communications Company and in conformance with BellSouth's design and construction specifications. Further, Cinergy Communications Company shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Cinergy Communications Company elect such option, Cinergy Communications Company must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Cinergy Communications Company and Cinergy Communications Company's Certified Supplier must comply with the more stringent local building code requirements. Cinergy Communications Company's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Cinergy Communications Company's Certified Supplier shall bill Cinergy Communications Company directly for all work performed for Cinergy Communications Company pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Cinergy Communications Company's Certified Supplier. Cinergy Communications Company must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Cinergy Communications Company's locked enclosure prior to notifying Cinergy Communications Company.

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Cinergy Communications Company must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Cinergy Communications Company's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require Cinergy Communications Company to remove or correct within seven (7) calendar days at Cinergy Communications Company's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

Cinergy Communications Company shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Cinergy Communications Company's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. Cinergy Communications Company's Certified Supplier shall be responsible, at Cinergy Communications Company's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Cinergy Communications Company to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall Cinergy Communications Company use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.
- 3.5.1 The CCXC, shall be provisioned through facilities owned by Cinergy Communications Company. Such connections to other carriers may be made using either optical or electrical facilities. Cinergy Communications Company may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Cinergy Communications Company may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Cinergy Communications Company is responsible for ensuring the integrity of the signal.
- 3.5.2 Cinergy Communications Company shall be responsible for obtaining authorization from the other CLEC(s) involved. Cinergy Communications Company must use a BellSouth

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Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Cinergy Communications Company-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Cinergy Communications Company may have the option of constructing its own dedicated support structure.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify Cinergy Communications Company in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Cinergy Communications Company will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Cinergy Communications Company that the collocation space is ready for occupancy. In the event that Cinergy Communications Company fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Cinergy Communications Company and billing will commence on the sixteenth day after BellSouth releases the collocation space. Cinergy Communications Company must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Cinergy Communications Company's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Cinergy Communications Company may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Cinergy Communications Company's right to occupy the Collocation Space in the event Cinergy Communications Company fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, Cinergy Communications Company at its expense shall remove its equipment and other property from the Collocation Space. Cinergy Communications Company shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Cinergy Communications Company's Guests, unless Cinergy Communications Company's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Cinergy Communications Company shall continue payment of monthly fees to BellSouth until such date as Cinergy Communications Company, and if applicable Cinergy Communications Company's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth.. Should Cinergy Communications Company or Cinergy Communications Company's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other

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property of Cinergy Communications Company or Cinergy Communications Company's Guest at Cinergy Communications Company's expense and with no liability for damage or injury to Cinergy Communications Company or Cinergy Communications Company's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Cinergy Communications Company's right to occupy Collocation Space, Cinergy Communications Company shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Cinergy Communications Company except for ordinary wear and tear, unless otherwise agreed to by the Parties. Cinergy Communications Company or Cinergy Communications Company's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. Cinergy Communications Company shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

**5. Use of Collocation Space**

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

1.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128,

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and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Cinergy Communications Company's failure to comply with this section.

Cinergy Communications Company shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Cinergy Communications Company submits an application for terminations that exceed the total capacity of the collocated equipment, Cinergy Communications Company will be informed of the discrepancy and will be required to submit a revision to the application.

- 0.2 Cinergy Communications Company shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 0.3 Cinergy Communications Company shall place a plaque or other identification affixed to Cinergy Communications Company's equipment necessary to identify Cinergy Communications Company's equipment, including a list of emergency contacts with telephone numbers.
- 0.4 Entrance Facilities. Cinergy Communications Company may elect to place Cinergy Communications Company-owned or Cinergy Communications Company-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. Cinergy Communications Company will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Cinergy Communications Company will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Cinergy Communications Company's equipment in the Collocation Space. In the event Cinergy Communications Company utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Cinergy Communications Company must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Cinergy Communications Company is responsible for maintenance of the entrance facilities. At Cinergy Communications Company's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

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- 0.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Cinergy Communications Company with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Cinergy Communications Company's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 1.1.2 Shared Use. Cinergy Communications Company may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Cinergy Communications Company's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Cinergy Communications Company must arrange with BellSouth for BellSouth to splice the Cinergy Communications Company provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Cinergy Communications Company Cinergy Communications Company desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.
- 0.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Cinergy Communications Company's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Cinergy Communications Company provided Point of Termination Bay (POT Bay) in a common area within the Premises. Cinergy Communications Company shall be responsible for providing, and a supplier certified by BellSouth ("Cinergy Communications Company's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Cinergy Communications Company's collocation space and the demarcation point. Cinergy Communications Company or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that Cinergy Communications Company desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 0.6 Cinergy Communications Company's Equipment and Facilities. Cinergy Communications

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Company, or if required by this Attachment, Cinergy Communications Company's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Cinergy Communications Company which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Cinergy Communications Company and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 0.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Cinergy Communications Company at least 48 hours before access to the Collocation Space is required. Cinergy Communications Company may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Cinergy Communications Company will not bear any of the expense associated with this work.
- 0.8 Access. Pursuant to Section 11, Cinergy Communications Company shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Cinergy Communications Company agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Cinergy Communications Company or Cinergy Communications Company's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Cinergy Communications Company and returned to BellSouth Access Management within 15 calendar days of Cinergy Communications Company's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Cinergy Communications Company agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Cinergy Communications Company employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Cinergy Communications Company or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

BellSouth will permit one accompanied site visit to Cinergy Communications Company's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Cinergy Communications Company. Cinergy Communications Company must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Cinergy Communications Company desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Cinergy Communications

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Company may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Cinergy Communications Company desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Cinergy Communications Company to access the Collocation Space accompanied by a security escort at Cinergy Communications Company's expense. Cinergy Communications Company must request escorted access at least three (3) business days prior to the date such access is desired.

- 0.9      Lost or Stolen Access Keys. Cinergy Communications Company shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Cinergy Communications Company shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 0.10     Interference or Impairment. Notwithstanding any other provisions of this Attachment, Cinergy Communications Company shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Cinergy Communications Company violates the provisions of this paragraph, BellSouth shall give written notice to Cinergy Communications Company, which notice shall direct Cinergy Communications Company to cure the violation within forty-eight (48) hours of Cinergy Communications Company's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Cinergy Communications Company fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Cinergy Communications Company's equipment. BellSouth will endeavor, but is not required, to provide notice to Cinergy Communications Company prior to taking such action and shall have no liability to Cinergy Communications Company for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.



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For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Cinergy Communications Company fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Cinergy Communications Company or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Cinergy Communications Company shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 0.11 Personalty and its Removal. Facilities and equipment placed by Cinergy Communications Company in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Cinergy Communications Company at any time. Any damage caused to the Collocation Space by Cinergy Communications Company's employees, agents or representatives during the removal of such property shall be promptly repaired by Cinergy Communications Company at its expense.
- 0.12 Alterations. In no case shall Cinergy Communications Company or any person acting on behalf of Cinergy Communications Company make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Cinergy Communications Company. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 0.13 Janitorial Service. Cinergy Communications Company shall be responsible for the general upkeep of the Collocation Space. Cinergy Communications Company shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
6. Ordering and Preparation of Collocation Space
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Cinergy Communications Company that are different from procedures or intervals set

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forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Cinergy Communications Company or Cinergy Communications Company's Guest(s) initial equipment placement, Cinergy Communications Company shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event Cinergy Communications Company or Cinergy Communications Company's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Cinergy Communications Company shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Cinergy Communications Company in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by Cinergy Communications Company for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.4 Space Preferences. If Cinergy Communications Company has previously requested and received a Space Availability Report for the Premises, Cinergy Communications Company may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the Cinergy Communications Company's preference(s), Cinergy Communications Company may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

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6.5 Space Availability Notification.

Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Cinergy Communications Company of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Cinergy Communications Company, or differently configured, Cinergy Communications Company must resubmit its Application to reflect the actual space available.

6.6 Denial of Application. If BellSouth notifies Cinergy Communications Company that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Cinergy Communications Company that BellSouth has no available space in the requested Premises, BellSouth will allow Cinergy Communications Company, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Cinergy Communications Company to inspect any floor plans or diagrams that BellSouth provides to the Commission.

6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.

When space becomes available, Cinergy Communications Company must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If Cinergy Communications Company has originally requested caged collocation space and cageless collocation space becomes available, Cinergy Communications Company may refuse such space and notify BellSouth in writing within that time that Cinergy Communications Company wants to maintain its place on the waiting list without accepting such space. Cinergy Communications Company may accept an amount of space less than its original request by

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submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Cinergy Communications Company does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Cinergy Communications Company from the waiting list. Upon request, BellSouth will advise Cinergy Communications Company as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

In Kentucky when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 In Tennessee, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Cinergy Communications Company or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Cinergy Communications Company an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require Cinergy Communications Company to submit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

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- 6.12.1 In Kentucky and Tennessee, Cinergy Communications Company shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Cinergy Communications Company has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Cinergy Communications Company's Bona Fide Application.

BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Cinergy Communications Company's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. **Construction and Provisioning**

**Construction and Provisioning Intervals**

In Kentucky BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Cinergy Communications Company submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Cinergy Communications Company submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Cinergy Communications Company submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Cinergy Communications Company at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

To be considered a timely and accurate forecast, Cinergy Communications Company must

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submit to BellSouth the CLEC Forecast Form, as set forth in exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Cinergy Communications Company installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Cinergy Communications Company or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

- 7.2 Joint Planning. Joint planning between BellSouth and Cinergy Communications Company will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Cinergy Communications Company during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Cinergy Communications Company will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Cinergy Communications Company that the collocation space is ready for occupancy. In the event that Cinergy Communications Company fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Cinergy Communications Company. BellSouth will correct any deviations to Cinergy Communications Company's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

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- 7.5 Use of BellSouth Certified Supplier. Cinergy Communications Company shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Cinergy Communications Company and Cinergy Communications Company's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Cinergy Communications Company must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Cinergy Communications Company with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Cinergy Communications Company's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Cinergy Communications Company upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Cinergy Communications Company directly for all work performed for Cinergy Communications Company pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Cinergy Communications Company or any supplier proposed by Cinergy Communications Company. All work performed by or for Cinergy Communications Company shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Cinergy Communications Company shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Cinergy Communications Company's Collocation Space. Upon request, BellSouth will provide Cinergy Communications Company with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Cinergy Communications Company. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, Cinergy Communications Company may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Cinergy Communications Company, such information will be provided to Cinergy Communications Company in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Cinergy Communications Company within 180 calendar days of BellSouth's written denial of Cinergy Communications Company's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Cinergy Communications Company

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was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Cinergy Communications Company may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Cinergy Communications Company must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.

In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.

- 7.9 Cancellation. If, at anytime prior to space acceptance, Cinergy Communications Company cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Cinergy Communications Company cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Cinergy Communications Company for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.10 Licenses. Cinergy Communications Company, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

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- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Cinergy Communications Company's current billing cycle and is non-refundable.
- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by Cinergy Communications Company.

Space Preparation

- 8.1.1 Recurring Charges. The recurring charges for space preparation begin on the date Cinergy Communications Company executes the written document accepting the collocation space pursuant to section 4 or on the date Cinergy Communications Company first occupies collocation space, whichever is first. If Cinergy Communications Company fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Cinergy Communications Company for recurring charges as of the sixteenth day after BellSouth releases the collocation space.

Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Cinergy Communications Company shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Cinergy Communications Company opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Cinergy Communications Company as prescribed in this Section 8.

- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Cinergy Communications Company shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Cinergy Communications Company shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Cinergy Communications Company's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack

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lineups, Cinergy Communications Company shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.4.1 The recurring charges for floor space begin on the date Cinergy Communications Company executes the written document accepting the collocation space pursuant to section 4 or on the date Cinergy Communications Company first occupies collocation space, whichever is first. If Cinergy Communications Company fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Cinergy Communications Company for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for Cinergy Communications Company's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Cinergy Communications Company's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Cinergy Communications Company's equipment or space enclosure. Recurring power charges begin on the Space Ready Date, or on the date Cinergy Communications Company first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Cinergy Communications Company's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Cinergy Communications Company's BellSouth Certified power Supplier. Cinergy Communications Company is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Cinergy Communications Company's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Cinergy Communications Company must provide BellSouth a copy of the engineering power specification prior to the day on which Cinergy Communications Company's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Cinergy Communications Company's arrangement area. Cinergy Communications Company shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Cinergy Communications Company's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Cinergy Communications Company shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

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- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Cinergy Communications Company has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Cinergy Communications Company's dedicated power plant results in construction of a new power plant room, upon termination of Cinergy Communications Company's right to occupy collocation space at such site, Cinergy Communications Company shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If Cinergy Communications Company elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Cinergy Communications Company's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Cinergy Communications Company's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Cinergy Communications Company's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Cinergy Communications Company's option, Cinergy Communications Company may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Cinergy Communications Company's equipment or space enclosure. Cinergy Communications Company shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Cinergy Communications Company's arrangement and terminations of cable within the collocation space.
- 8.5.5 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Cinergy Communications Company's arrangement area.
- 8.6 Security Escort. A security escort will be required whenever Cinergy Communications Company or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Cinergy Communications Company shall pay for such half-hour charges in the event Cinergy Communications Company fails to

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show up.

- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). Cinergy Communications Company will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.
9. Insurance
- 9.1 Cinergy Communications Company shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Cinergy Communications Company shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Cinergy Communications Company's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Cinergy Communications Company may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Cinergy Communications Company to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

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- 9.4 All policies purchased by Cinergy Communications Company shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Cinergy Communications Company's property has been removed from BellSouth's Premises, whichever period is longer. If Cinergy Communications Company fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Cinergy Communications Company.
- 9.5 Cinergy Communications Company shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Cinergy Communications Company shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Cinergy Communications Company's insurance company. Cinergy Communications Company shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 1.6 Cinergy Communications Company must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 1.7 Self-Insurance. If Cinergy Communications Company's net worth exceeds five hundred million dollars (\$500,000,000), Cinergy Communications Company may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Cinergy Communications Company shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Cinergy Communications Company in the event that self-insurance status is not granted to Cinergy Communications Company. If BellSouth approves Cinergy Communications Company for self-insurance, Cinergy Communications Company shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Cinergy Communications Company's corporate officers. The ability to self-insure shall continue so long as the Cinergy Communications Company meets all of the requirements of this Section. If the Cinergy Communications Company subsequently no longer satisfies this Section, Cinergy Communications Company is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

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- 1.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Cinergy Communications Company to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 1.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Cinergy Communications Company), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

BellSouth may conduct an inspection of Cinergy Communications Company's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Cinergy Communications Company's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Cinergy Communications Company adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Cinergy Communications Company with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

Unless otherwise specified, Cinergy Communications Company will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Cinergy Communications Company employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Cinergy Communications Company employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Cinergy Communications Company shall not be required to perform this investigation if an affiliated company of Cinergy Communications Company has performed an investigation of the Cinergy Communications Company employee seeking access, if such investigation meets the criteria set

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forth above. This requirement will not apply if Cinergy Communications Company has performed a pre-employment statewide investigation of criminal history records of the Cinergy Communications Company employee for the states/counties where the Cinergy Communications Company employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

Cinergy Communications Company will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

Cinergy Communications Company shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the Cinergy Communications Company's name. BellSouth reserves the right to remove from its premises any employee of Cinergy Communications Company not possessing identification issued by Cinergy Communications Company or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Cinergy Communications Company shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Cinergy Communications Company shall be solely responsible for ensuring that any Guest of Cinergy Communications Company is in compliance with all subsections of this Section 12.

Cinergy Communications Company shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Cinergy Communications Company shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Cinergy Communications Company personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Cinergy Communications Company chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Cinergy Communications Company may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

Cinergy Communications Company shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

Cinergy Communications Company shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

For each Cinergy Communications Company employee or agent hired by Cinergy Communications Company within five years of being considered for work on the BellSouth

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Premises, who requires access to a BellSouth Premises pursuant to this agreement, Cinergy Communications Company shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Cinergy Communications Company will disclose the nature of the convictions to BellSouth at that time. In the alternative, Cinergy Communications Company may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

For all other Cinergy Communications Company employees requiring access to a BellSouth Premises pursuant to this Attachment, Cinergy Communications Company shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

At BellSouth's request, Cinergy Communications Company shall promptly remove from BellSouth's Premises any employee of Cinergy Communications Company BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Cinergy Communications Company is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Cinergy Communications Company's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Cinergy Communications Company's Security contact of such interview. Cinergy Communications Company and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Cinergy Communications Company's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Cinergy Communications Company for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Cinergy Communications Company's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Cinergy Communications Company for BellSouth property which is stolen or damaged where an investigation determines the culpability of Cinergy Communications Company's employees, agents, or contractors and where Cinergy Communications Company agrees, in good faith, with the results of such investigation. Cinergy Communications Company shall notify BellSouth in writing immediately in the event that Cinergy Communications Company discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have



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violated the security and safety requirements of this section. Cinergy Communications Company shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Cinergy Communications Company's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Cinergy Communications Company's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Cinergy Communications Company, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Cinergy Communications Company may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If Cinergy Communications Company's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Cinergy Communications Company. Where allowed and where practical, Cinergy Communications Company may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Cinergy Communications Company shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Cinergy Communications

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Company's permitted use, until such Collocation Space is fully repaired and restored and Cinergy Communications Company's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Cinergy Communications Company has placed an Adjacent Arrangement pursuant to Section 3, Cinergy Communications Company shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Cinergy Communications Company shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

Cinergy Communications Company understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

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## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Cinergy Communications Company agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Cinergy Communications Company shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Cinergy Communications Company should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Cinergy Communications Company to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Cinergy Communications Company will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Cinergy Communications Company when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Cinergy Communications Company space with proper notification. BellSouth reserves the right to stop any Cinergy Communications Company work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

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- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Cinergy Communications Company are owned by Cinergy Communications Company. Cinergy Communications Company will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Cinergy Communications Company or different hazardous materials used by Cinergy Communications Company at BellSouth Facility. Cinergy Communications Company must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Cinergy Communications Company to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Cinergy Communications Company will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Cinergy Communications Company will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Cinergy Communications Company must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Cinergy Communications Company shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Cinergy Communications Company agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Cinergy Communications Company further agrees to cooperate with BellSouth to ensure that Cinergy Communications Company's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of

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BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Cinergy Communications Company, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

<b>ENVIRONMENTAL CATEGORIES</b>	<b>Environmental Issues</b>	<b>Addressed by the following documentation</b>
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)

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Maintenance/operations work which may produce a waste	Compliance with all application local, state, & federal laws and regulations	Std T&C 450
Other maintenance work	Protection of BST employees and equipment	29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

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Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### 4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

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### THREE MONTH CLEC FORECAST

CLEC NAME \_\_\_\_\_

DATE \_\_\_\_\_

STATE	Central Office/City	CAGELESS # ED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB-- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

\*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7'0".

\*\* Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

**Notes:** Forecast information will be used for no other purpose than collocation planning.

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.



**Attachment 7**  
**Billing**

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## BILLING

### 1. PAYMENT AND BILLING ARRANGEMENTS

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that <<customer\_name>> requests. BellSouth will bill and record in accordance with this Agreement those charges <<customer\_name>> incurs as a result of <<customer\_name>> purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

- 1.1.1 For any service(s) BellSouth orders from <<customer\_name>>, <<customer\_name>> shall bill BellSouth in CABS format.

- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, <<customer\_name>> will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.

- 1.2.1 Payment Responsibility. Payment of all charges will be the responsibility of <<customer\_name>>. <<customer\_name>> shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by <<customer\_name>> from <<customer\_name>>'s customer. BellSouth will not become involved in billing disputes that may arise between <<customer\_name>> and <<customer\_name>>'s customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 1.3 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately

available funds. Payment is considered to have been made when received by BellSouth.

- 1.4 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon proof of tax exempt certification from <<customer\_name>>, the total amount billed to <<customer\_name>> will not include those taxes or fees for which the CLEC is exempt. <<customer\_name>> will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of <<customer\_name>>.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. <<customer\_name>> will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to <<customer\_name>>. The procedures for discontinuing service to <<customer\_name>> are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by <<customer\_name>> of the rules and regulations contained in BellSouth's tariffs.
- 1.7.2 If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to <<customer\_name>> that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to <<customer\_name>> at the billing address to discontinue the provision of existing services to <<customer\_name>> at any time thereafter.

- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and <<customer\_name>>'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to <<customer\_name>> without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, <<customer\_name>>'s services will be discontinued. Upon discontinuance of service on <<customer\_name>>'s account, service to <<customer\_name>>'s end users will be denied. BellSouth will reestablish service at the request of the end user or <<customer\_name>> for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. <<customer\_name>> is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. [To my knowledge, BellSouth does not currently require Cinergy Communications to maintain a deposit. We have been a customer for some time and I don't believe there have ever been any issues of nonpayment. I don't want BellSouth to be able use this provision as a weapon against Cinergy to stifle competition. If there is a legitimate reason in the future that we should post a deposit, I wouldn't object to that. However, that needs to be pegged to objective criteria.]~~When purchasing services from BellSouth, <<customer\_name>> will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release <<customer\_name>> from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. BellSouth does not currently require Cinergy Communications to post a deposit of any kind. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security on a nondiscriminatory basis. .and/or file a Uniform Commercial Code (UCC1) security interest in <<customer\_name>>'s "accounts receivables and proceeds."~~ Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event <<customer\_name>> fails to remit to BellSouth any deposit requested pursuant to this Section, service to <<customer\_name>> may be terminated in

accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to <<customer\_name>>'s account(s).

- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders from <<customer\_name>> and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or address provided by <<customer\_name>> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by <<customer\_name>> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from <<customer\_name>> to BellSouth's billing organization, a final notice of disconnection of services purchased by <<customer\_name>> under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## 2. BILLING DISPUTES

- 2.1 Billing disputes shall be handled pursuant to the terms of this section.

- 2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

- 2.1.2 Upon notification of a billing dispute, all disputed monies shall be immediately deposited in a segregated interest bearing account pending the resolution of the dispute. Additional disputed monies that are billed after the date of notification shall likewise be deposited in the segregated interest bearing account.

- 2.1.2 For purposes of this Section 2, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed

Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 2.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

### 3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to <<customer\_name>> by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 <<customer\_name>> shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Compensation amounts, if applicable, will be billed by BellSouth to <<customer\_name>> on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 <<customer\_name>> must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from <<customer\_name>> to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the

Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of <<customer\_name>> and will coordinate all associated conversion activities.

- 3.5 BellSouth will receive messages from <<customer\_name>> that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from <<customer\_name>>.
- 3.7 All data received from <<customer\_name>> that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 3.8 All data received from <<customer\_name>> that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by <<customer\_name>> and will forward them to <<customer\_name>> on a daily basis.
- 3.10 Transmission of message data between BellSouth and <<customer\_name>> will be via CONNECT:Direct.
- 3.11 All messages and related data exchanged between BellSouth and <<customer\_name>> will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 3.12 <<customer\_name>> will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for <<customer\_name>> to send data to BellSouth more than sixty (60) days past the message date(s), <<customer\_name>> will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and <<customer\_name>> to notify all affected Parties.



- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or <<customer\_name>>) identified and agreed to, the company responsible for creating the data (BellSouth or <<customer\_name>>) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from <<customer\_name>>, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify <<customer\_name>> of the error condition. <<customer\_name>> will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, <<customer\_name>> will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide <<customer\_name>> with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 3.18 RAO Compensation
- 3.18.1 Rates for message distribution service provided by BellSouth for <<customer\_name>> are as set forth in Exhibit A to this Attachment.
- 3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and <<customer\_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer\_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer\_name>> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by

case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer\_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer\_name>> will be the responsibility of <<customer\_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

- 3.18.4 All equipment, including modems and software, that is required on the <<customer\_name>> end for the purpose of data transmission will be the responsibility of <<customer\_name>>.
- 3.19 Intercompany Settlements Messages
  - 3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by <<customer\_name>> as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between <<customer\_name>> and the involved company(ies), unless that company is participating in NICS.
  - 3.19.2 Both traffic that originates outside the BellSouth region by <<customer\_name>> and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by <<customer\_name>>, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by <<customer\_name>>, involves a company other than <<customer\_name>>, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
  - 3.19.3 Once <<customer\_name>> is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
  - 3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of <<customer\_name>>. BellSouth will distribute copies of these reports to <<customer\_name>> on a monthly basis.
  - 3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of <<customer\_name>>. BellSouth will distribute copies of these reports to <<customer\_name>> on a monthly basis.
  - 3.19.6 BellSouth will collect the revenue earned by <<customer\_name>> from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of

<<customer\_name>>. BellSouth will remit the revenue billed by <<customer\_name>> to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of <<customer\_name>>. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <<customer\_name>> via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

- 3.19.7 BellSouth will collect the revenue earned by <<customer\_name>> within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of <<customer\_name>>. BellSouth will remit the revenue billed by <<customer\_name>> within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <<customer\_name>> via a monthly CABS miscellaneous bill.
- 3.19.8 BellSouth and <<customer\_name>> agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

#### **4. OPTIONAL DAILY USAGE FILE**

- 4.1 Upon written request from <<customer\_name>>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <<customer\_name>> pursuant to the terms and conditions set forth in this section.
- 4.2 <<customer\_name>> shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <<customer\_name>> customer.
- 4.4 Charges for delivery of the ODUF will appear on <<customer\_name>>'s monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of <<customer\_name>> will be the responsibility of <<customer\_name>>. If, however, <<customer\_name>> should encounter significant volumes of errored messages that prevent processing by <<customer\_name>> within its systems, BellSouth will work with <<customer\_name>> to determine the source of the errors and the appropriate resolution.

4.7 The following specifications shall apply to the Optional Daily Usage Feed.

4.7.1 **USAGE TO BE TRANSMITTED**

4.7.1.1 The following messages recorded by BellSouth will be transmitted to <<customer\_name>>:

- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <<customer\_name>>.

4.7.1.4 In the event that <<customer\_name>> detects a duplicate on ODUF they receive from BellSouth, <<customer\_name>> will drop the duplicate message (<<customer\_name>> will not return the duplicate to BellSouth).

4.7.2 **PHYSICAL FILE CHARACTERISTICS**

4.7.2.1 ODUF will be distributed to <<customer\_name>> via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except

holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

- 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer\_name>> for the purpose of data transmission. Where a dedicated line is required, <<customer\_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer\_name>> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer\_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer\_name>> will be the responsibility of <<customer\_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer\_name>>'s end for the purpose of data transmission will be the responsibility of <<customer\_name>>.

#### 4.7.3 **PACKING SPECIFICATIONS**

- 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer\_name>> which BellSouth RAO that is sending the message. BellSouth and <<customer\_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer\_name>> and resend the data as appropriate.

**The data will be packed using ATIS EMI records.**

#### 4.7.4 **PACK REJECTION**

- 4.7.4.1 <<customer\_name>> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <<customer\_name>> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <<customer\_name>> by BellSouth.

#### 4.7.5 **CONTROL DATA**

- 4.7.5.1 <<customer\_name>> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <<customer\_name>> received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <<customer\_name>> for reasons stated in the above section.

4.7.6 **TESTING**

- 4.7.6.1 Upon request from <<customer\_name>>, BellSouth shall send test files to <<customer\_name>> for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that <<customer\_name>> set up a production (LIVE) file. The live test may consist of <<customer\_name>>'s employees making test calls for the types of services <<customer\_name>> requests on ODUF. These test calls are logged by <<customer\_name>>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. **ACCESS DAILY USAGE FILE**

- 5.1 Upon written request from <<customer\_name>>, BellSouth will provide the Access Daily Usage File (ADUF) service to <<customer\_name>> pursuant to the terms and conditions set forth in this section.
- 5.2 <<customer\_name>> shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.3 ADUF will contain access messages associated with a port that <<customer\_name>> has purchased from BellSouth
- 5.4 Charges for delivery of ADUF will appear on <<customer\_name>>'s monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.
- 5.5 Messages that error in the billing system of <<customer\_name>> will be the responsibility of <<customer\_name>>. If, however, <<customer\_name>> should encounter significant volumes of errored messages that prevent processing by <<customer\_name>> within its systems, BellSouth will work with <<customer\_name>> to determine the source of the errors and the appropriate resolution.

5.6 **USAGE TO BE TRANSMITTED**

- 5.6.1 The following messages recorded by BellSouth will be transmitted to <<customer\_name>>:

- 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
- 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 When <<customer\_name>> purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
  - 5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:
    - 5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.
    - 5.6.2.2 Originating from network element and carried by BellSouth (<<customer\_name>> is BellSouth's toll customer).
    - 5.6.2.3 Terminating on network element and carried by Interexchange Carrier:
      - 5.6.2.3.1 BellSouth will bill network element to <<customer\_name>> and send access record to <<customer\_name>>.
    - 5.6.2.4 Terminating on network element and carried by BellSouth:
      - 5.6.2.4.1 BellSouth will bill network element to <<customer\_name>> and send access record to <<customer\_name>>.
  - 5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to <<customer\_name>>.
  - 5.6.4 In the event that <<customer\_name>> detects a duplicate on ADUF they receive from BellSouth, <<customer\_name>> will drop the duplicate message (<<customer\_name>> will not return the duplicate to BellSouth.)
- 5.6.5 **PHYSICAL FILE CHARACTERISTICS**
  - 5.6.5.1 ADUF will be distributed to <<customer\_name>> via CONNECT:Direct. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
  - 5.6.5.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer\_name>> for the purpose of data transmission. Where a dedicated line

is required, <<customer\_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer\_name>> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer\_name>>. Additionally, all message toll charges associated with the use of the dial circuit by <<customer\_name>> will be the responsibility of <<customer\_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on <<customer\_name>>'s end for the purpose of data transmission will be the responsibility of <<customer\_name>>.

#### 5.6.6 **PACKING SPECIFICATIONS**

5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer\_name>> which BellSouth RAO is sending the message. BellSouth and <<customer\_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer\_name>> and resend the data as appropriate.

**The data will be packed using ATIS EMI records.**

#### 5.6.7 **PACK REJECTION**

5.6.7.1 <<customer\_name>> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <<customer\_name>> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <<customer\_name>> by BellSouth.

#### 5.6.8 **CONTROL DATA**

5.6.8.1 <<customer\_name>> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <<customer\_name>> received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <<customer\_name>> for reasons stated in the above section.



5.6.9      Testing

- 5.6.9.1      Upon request from <<customer\_name>>, BellSouth shall send a test file of generic data to <<customer\_name>> via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

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## **Attachment 9**

### **Performance Measurements**

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## **Performance Measurements**

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

Cinergy may access its performance data via the BellSouth website at [www.pmap.bellsouth.com](http://www.pmap.bellsouth.com).